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*John Doe*

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V. C. 1

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(1842)





**T H E**  
**J U R I S T .**

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**VOL. VI.—PART II.**

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**CONTAINING**

**ORIGINAL ARTICLES ON LEGAL SUBJECTS,  
ALL IMPORTANT STATUTES,  
THE RULES AND ORDERS OF THE VARIOUS COURTS,  
THE GAZETTES, CAUSE LISTS,  
AND MISCELLANEOUS LEGAL INFORMATION,**

**FOR**

**THE YEAR 1842:**

**WITH**

**ALPHABETICAL LIST OF BANKRUPTS,  
AND  
INDEX OF PRINCIPAL MATTERS.**

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**LONDON:**

**S. SWEET, CHANCERY LANE; V. & R. STEVENS & G. S. NORTON,  
26 & 32, BELL YARD, LINCOLN'S INN.**

**DUBLIN:**

**HODGES AND SMITH, COLLEGE GREEN.**

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**1843.**



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LONDON, JANUARY 15, 1842.

THE present Number of THE JURIST commences the New Series, on the extended plan, of which we gave notice to our readers in a former Number. (Vol. 5, p. 858). In departing in any degree from the plan which we have so long pursued in conducting this Journal, we feel that it is necessary, and due to our readers and ourselves, to state fully the reasons of the change, not only that we may protect ourselves from the imputation of a mere love of change, but that we may satisfy our readers, that, if the cost of perusing THE JURIST shall become henceforth a heavier charge on their worldly estate, there is good ground to anticipate, that they will derive an advantage in the shape of quantity and quality of legal information, equivalent to the increased expenditure.

For some time past, our readers may have observed, that the Reports of THE JURIST have been acquiring an increased importance in the eyes of the Profession. They are very frequently cited at the Bar; they have been not infrequently adverted to from the Bench; and they are now constantly referred to in text books proceeding from the pens of the most eminent writers\*. In

\* See Jarman's Wills, Story's Equity Jurisprudence, Hayes's Conveyancing, passim.

fact, THE JURIST has become, we may venture to assert, a book of reports of authority. All these indications of increased reputation and utility have convinced the conductors of this Journal, not that they have attained the point at which they may say *jam satis*, and rest contented with the perfection of their labours, but that they have so fairly and fully entered upon a career of usefulness to the Profession, that it behoves them to press onwards, and seek, by every means in their power, to deserve more eminently its approbation and support.

From the very limited extent hitherto allotted to THE JURIST, it has been found frequently impossible to report all the cases deserving of attention; and if any particular case of great importance occurred in one Court, it became necessary, in order to give that case with the fullness which its importance demanded, to curtail, or sometimes omit wholly, the Reports of Cases in some other Court. If this was so before the creation of the two new Equity Courts, it became necessarily much more so afterwards; and the mere addition of the Reports of Cases in these Courts would alone, if not provided for by some additional arrangements, have been productive of deterioration in the general quality of the Reports.

Within the last few years also, the cases in the Judicial Committee of the Privy Council have assumed a character of greater general importance and interest than they had formerly. The jurisdiction of that Court has been extended; its sittings have become more regular and frequent; it has enjoyed the advantage of a more regular Bar, and a more permanent and learned Bench; it has, in fine, become so much an integral and visible portion of the judicature of the country, that a Journal of Law Reports can hardly be now held complete, if it does not take cognisance of the proceedings of that tribunal.

Lastly, the conductors of this Journal have been led to believe, that the Members of that branch of the Legal Profession which assists in the administration of justice in the Ecclesiastical and Admiralty Courts, have felt great inconvenience from the want of some regular and speedy publication of Reports of the Cases occurring in those Courts; which, as it is well known, have never enjoyed the advantage common to the Courts of Law and Equity, of an unbroken series of Reports.

To include thus the Reports of Cases in at least six additional Courts, in a space already too confined for the cases arising in the Courts of Law and Equity, was manifestly impracticable; and to have attempted it, permanently, would have been to reduce THE JURIST from its present standard of utility to the position of a mere collection of notes, too brief and uncircumstantial to be of any practical use.

On these grounds, therefore, the conductors of THE JURIST have determined on the plan of extending its



pages to a sufficient limit to allow: firstly, of reporting the cases, not only in those Courts in which the proceedings have been hitherto reported in it, but also in the additional Courts mentioned; and, secondly, of improving the general quality of the Reports, by putting it in the power of the learned counsel who prepare them, to report more numerous cases in the several Courts; or, when there are cases of particular importance, to report them, if necessary, more fully.

It is the aim, and it is hoped it will be the result of this extension of plan, that the Reports of *THE JURIST* may attain a degree of accuracy and detail, and, consequently, of practical utility, which will induce its readers not to regret that it has become a somewhat more costly publication.

With regard to the remaining objects of *THE JURIST*, no change in the matter is contemplated. It will still continue to devote a portion of its pages (and that to about the same extent as hitherto) to General Observations on the State of the Law—on the Progress of Law Reforms—on Bills pending before the Legislature; and such other matters of supposed general interest to the Profession as have hitherto formed the subject of its leading articles. It will also still occasionally contain in its pages Dissertations on Matters of Legal Learning, and Reviews of Publications on the Law.

It is intended, however, to make a change in the arrangement of the Original Articles and General Miscellaneous Information, which will be so printed and paged as to allow of their being entirely detached, leaving the Reports to form, if desired, a distinct volume of themselves. This arrangement is adopted with the double view of preventing the necessity of each annual collection of *THE JURIST* being formed into one volume of inconvenient size; and of separating that portion of the Journal, which is strictly practical and permanent, from that portion of it which must, necessarily, be only of passing and temporary interest.

We have received from "The Committee of the Birmingham Law Society" the following copy of resolutions passed at their annual meeting on the 23rd of October, with a request that we will exert our influence, "not less on account of the public than of the Profession, to put a stop to the evil referred to."

"That, in the opinion of this meeting, the seller of real estate should bear the whole expense of deducing and verifying the title which he contracts to shew; and that it is the necessary effect of stipulations imposing this expense on the purchaser, that many titles are passed when really bad, and most are subject to a dangerous defect of evidence; and thus, the holders of property are becoming more and more insecure, and Solicitors at once lose, to a great extent, the highest department of business, and, by the sacrifice, incur the most alarming responsibility.

"That it is, therefore, the duty of every Solicitor not only to omit such stipulations in all conditions prepared by him, but to resist every attempt to introduce them at sales by auction.

"It is not, however, intended to interfere with stipulations restricting the title to be shewn in any case, but merely to oblige the seller to prove the title which he undertakes to shew.

"That this resolution be printed, and a copy sent to every solicitor within thirty miles of Birmingham."

We are not acquainted with the constitution or objects of the Birmingham Law Society, but we are very much surprised that any body of Lawyers should have been guilty of a manifesto so absurd and discreditable as this. Do these gentlemen suppose that they, or "all the Solicitors within thirty miles of Birmingham," or even all the Solicitors on the roll, can dictate to sellers and buyers the terms on which they shall deal; or

that any such restriction would be beneficial, if it could be enforced? We should have thought, that, in the manufacturing districts at least, the policy of leaving the regulation of commerce entirely in the hands of the parties concerned, would have been better understood; at any rate, that Solicitors would have known that it is their duty to do the utmost that can honestly be done for the interests of their clients—and not to make any compromise for the benefit of third persons, who are quite able to protect themselves.

The proposition of the Birmingham Law Society is, however, obviously false, as far as the interests of the public are concerned; for the effect of throwing the whole expense of deducing and verifying the title upon the seller, is to encourage the purchaser to make all kinds of unreasonable and frivolous requisitions and objections, which he would never dream of insisting on as essential to his security, if part or the whole of the consequential expenses were, according to the modern and salutary practice, thrown upon him. If, to save his pocket, he neglects inquiries which are prudent or necessary, the fault is entirely his own or his agent's, and not at all that of the system.

Edward Cave, who projected the *Gentleman's Magazine*, never looked out of window, according to Johnson, but with a view to his magazine; and Brindley, the engineer, once avowed his belief, before a Committee of the House of Commons, that Providence, in creating rivers, had solely in view the feeding of navigable canals. So, the gentlemen of the Birmingham Committee seem to imagine that estates are sold and bought solely for their emolument. Indeed, the true source of their tears is avowed by themselves to be the loss to the profession at least as much as the insecurity of the public. "*Solicitors*," they urge, with the coolest effrontery, "*at once lose, to a great extent, the highest department of business, and, by the sacrifice, incur the most alarming responsibility*;" in other words, the majority of conditions of sale, at the present day, are vicious, because they do not allow of sufficiently long bills of costs. As to the responsibility, it is a matter of every-day occurrence for a Solicitor to take from his client an express authority to dispense with particular inquiries, &c. We have, perhaps, taken more notice of this circular than it deserves, for we cannot suppose that it will meet with any sanction from the body of the profession.

#### ON THE AMOUNT OF EVIDENCE REQUISITE TO SUPPORT AN APPLICATION FOR A CRIMINAL INFORMATION.

On two occasions during last Michaelmas Term, Lord Denman, C. J., announced the principle by which the court of Queen's Bench is guided, in deciding upon the sufficiency of the evidence produced in support of an application for a criminal information. (See *Ex parte Williams*, 5 Jur. 1133, and note thereto). It is this: that the court requires the same amount of evidence which a grand jury ought to require in support of bills of indictment preferred before them. This principle may, to some legal minds, appear too uncertain to be of much practical use, either in determining parties, whether or not they should have recourse to this extraordinary remedy, or even in guiding the court in the exercise of this discretionary power. It possesses, however, the recommendation of professing to limit the jurisdiction of the court within constitutional bounds; and it has the merit of attempting to try the strength of an *ex parte* accusation by a standard, which is set up throughout the country in the administration of criminal justice; and by which it would be measured, if the ordinary method of indictment were pursued.

It is well known, that, at common law, informations were filed in the court of Queen's Bench, by the Master

of the Crown Office, upon the application of any individual, as a matter of course; but that practice being attended with the inconveniences and mischiefs recited in the preamble to the stat. 4 & 5 W. & M. c. 18, "An Act to prevent Malicious Informations in the Court of King's Bench, and for the more easy Reversal of Outlawries in the same Court," it was thereby enacted, that the Clerk of the Crown should not exhibit, receive, or file any information, without the express order of the court publicly given. "That statute," Lord Kenyon observes, in *R. v. Jolliffe*, (4 T. R. 490), "does not enumerate the grounds which are sufficient to enable the court to grant the information; but the Legislature left it to the discretion of the court, trusting that it would not so far transgress its duty as to go beyond the rules of sound discretion." The court has, however, limited its own jurisdiction in this matter by considerations, which may be referred to four several points: first, the merits of the person applying; secondly, the time of the application; thirdly, the nature of the charge; fourthly, the amount of evidence produced in support of the charge.

The principle above stated governs the considerations arising on the last point: to illustrate and confirm the importance of that principle, is the object of the following citations and remarks. The cases referred to are all cases of application for a criminal information.

In *R. v. Haswell*, (1 Dougl. 387), where the affidavits of the prosecutor as to the publication of the libel, were contradicted by those of the defendant, Lord Mansfield, on making the rule absolute, said, "Wherever a strong probable ground is laid, the court will grant an information, if the subject matter is fit for that mode of prosecution." In *R. v. Jolliffe*, (4 T. R. 285, 289), Lord Kenyon said, "We are not now to determine whether or not the defendant be guilty of the offence which is imputed to him, but, merely, whether sufficient matter appears to warrant us in putting the guilt or innocence of the defendant into a constitutional course of trial. Before we send it down to be tried, it is necessary for us to be convinced that the corpus delicti stands established;" and, in p. 290, his Lordship added, "The question is, whether or not there be any legal evidence before the court to affect the defendant with this charge." Ashurst, J., in p. 292, said, "The question is, whether they (the affidavits) contain sufficient matter to satisfy our consciences that the information ought to be granted." In *R. v. Willett*, (6 T. R. 294), the court took a view of their position, according precisely with the recent judgment. In that case the affidavits, in support of the application, alleged that one Hatherley, who delivered a letter containing a challenge to the party applying to the court, and who was the acting clerk of Willett, the party against whom the application was made, had stated that he was desired by Willett to deliver it; and the court refused a rule, because the affidavit did not contain legal evidence. "They said, that in these cases they were placed in the room of a grand jury; that, if a bill of indictment were preferred before a grand jury, the affidavits or the oaths of these persons, of what Hatherley had said, would not be legal evidence against the defendant; and that this court could only grant an information on evidence that would support a bill of indictment. That, if they were to grant a rule calling on the defendant to shew cause why an information should not be filed against him, it would be calling on him either to give evidence (on the shewing cause) against himself, or leaving the rule to be made absolute on this affidavit alone, which was not legal evidence." In *R. v. Younghusband*, (4 Nev. & M. 850), which was a case similar in its circumstances, Lord Denman, C. J., said, "We think that the evidence falls short of what we ought to require before we grant a rule for a criminal information." Other cases occur in which the court has refused a rule, on

the ground that the evidence was either insufficient to establish the corpus delicti, or defective in connecting the party with the act complained of; but without laying down any general rule, which Buller, J., in *R. v. Haswell*, (1 Dougl. 389), observed, there ought to be in all such cases of discretionary power. In *R. v. Steward and Others*, (2 B. & Adol. 12), a rule was made absolute against the defendants for bribery, upon the unsupported but uncontradicted affidavit of a party who had received a bribe. In *Ex parte Fentiman*, (2 Adol. & Ell. 127; S. C., 4 Nev. & M. 126), which was an application against magistrates, Lord Denman, C. J., said, "The facts stated do not furnish sufficiently cogent proof of corruption to authorize the granting of this rule." In *R. v. Baldwin*, (8 Adol. & Ell. 163; S. C., 3 Nev. & P. 342), where the affidavit in support of the rule alleged that the defendant was the printer of a newspaper, and that the defendant printed the libel in the said newspaper, a copy of which was annexed; the court held that such *prima facie* evidence was insufficient. Two cases remain to be mentioned, only for the purpose of expressing a doubt, whether, in the present state of the law on this subject, they can be considered as safe authorities; they are *R. v. Sharpe*, (Andr. Rep. 384), and *R. v. Chappel*, (1 Burr. 402).

The importance of the principle promulgated by Lord Denman, C. J., can be duly estimated only by considering the duty of a grand jury in dealing with a bill of indictment according to the evidence produced before them. For that purpose, the tract written by Lord Somers, on occasion of the grand jury of the city of London refusing to act upon the instruction of Pemberton, C. J., and ignoring the bill of indictment preferred against Lord Shaftesbury, A.D. 1681, may be most profitably consulted. But the two following passages are so relevant, that they seem to demand immediate citation:

"There are two vulgar errors concerning the duties of grand jurors, which, if not removed, will, in time, destroy all the benefit we can expect from that institution, by turning them into a mere matter of form, which were designed for so great ends. Many have, of late, thought, and affirmed it for law, that the grand jury is neither to make so strict inquiry into matters before them, nor to look for so clear evidence of the crime, as the petit jury; but that their presentments being to pass a second examination, they ought to indict upon a superficial inquiry and bare probabilities; whereas, should either of these opinions be admitted, the prejudice to the subject would be equal to the total laying aside grand juries; there being, in truth, no difference between arraigning without any presentment from them at all, and their presenting upon slight grounds." Again,

"It is scarce credible, that any, learned in our laws, should tell a grand jury, that a far less evidence will warrant their indictment, being but an accusation, than the petit jury ought to have for their verdict. Both of them do, in like manner, plainly and positively affirm upon their oaths the truth of the accusation; their verdicts are, indeed, one and the same in substance and sense, though not in words. There is no real difference between affirming in writing, that an indictment of treason is true, as is the practice of grand juries, and saying, that the party tried thereupon is guilty of the treason whereof he is indicted, as is the course of petit juries. They are both upon their oaths; they are equally obligatory unto both; the one, therefore, must expect the same proof for their satisfaction as the other; and as clear evidence must be required for an indictment as for a verdict. It is unreasonable to think that a slighter proof should satisfy the consciences of the greater jury than is requisite to convince the less; and

\* "The Security of Englishmen's Lives, or the Trust, Power, and Duty of Grand Juries of England," pp. 83, 84.—*London*, 1766.

uncharitable to imagine, that these should not be as sensible as the others of the sacred security they have given, by oath, to do nothing in their offices but according to truth\*." G. J. P. S.

### THE SERVING BROTHERS OF THE TEMPLE AND THE SERJEANTS AT LAW.

In the sixth year of the reign of Edward III., (A.D. 1333), when the lawyers had just established themselves in the Convent of the Temple, and had ingrafted upon the old stock of Knights Templars their infant Society for the Study of the Practice of the Common Law, the Judges of the Court of Common Pleas were made Knights, being the earliest instance on record of the grant of the honor of knighthood for services purely civil; and the Professors of the Common Law, who had the exclusive privilege of practising in that court, assumed the title or degree of *Frères Serjens*, or *Fratres Servientes*; so that Knights and Serving Brethren, similar to those of the antient order of the Temple, were most curiously revived and introduced into the profession of the law. . . .

The *Frères Serjens* of the Temple wore linen coifs, and red caps close over them. At the ceremony of their admission into the fraternity, the Master of the Temple placed the coif upon their heads, and threw over their shoulders the white mantle of the Temple; he then caused them to sit down on the ground, and gave them a solemn admonition concerning the duties and responsibilities of their profession. They were warned, that they must enter upon a new life; that they must keep themselves fair and free from stain, like the white garment that had been thrown around them, which was the emblem of purity and innocence; that they must render complete and perfect obedience to their superiors; that they must protect the weak, succour the needy, reverence old men, and do good to the poor.

The Knights and Serjeants of the Common Law, on the other hand, have ever constituted a privileged fraternity, and always address one another by the endearing term *brother*.

The religious character of the ancient ceremony of admission into this legal brotherhood, which took place in Church, and its striking similarity to the ancient mode of reception into the fraternity of the Temple, are curious and remarkable.

"*Capitalis Justitarius*," says an ancient MS. account of the creation of Serjeants-at-Law in the reign of Hen. 7, "*monstrabat eis plura bona exempla de eorum predecessoris, et tunc posuit les coiffes super eorum capitibus, et indubat eos singulariter de capital de skarletto, et sic creati fuerunt servientes ad legem.*"

In his admonitory exhortation, the Chief Justice displays to them the moral and religious duties of their profession: "*Ambulate in vocatione in qua vocati estis . . . Disce cultum Dei, reverentiam superioris, misericordiam pauperi.*" He tells them the coif is "*sicut vestis candida et immaculata*," the emblem of purity and virtue; and he commences a portion of his discourse in the scriptural language used by the Popes in the famous bull conceding to the Templars their vast spiritual and temporal privileges: "*Omne datum optimum et omne donum perfectum decursum est descendens a patre luminum,*" &c.

The *Frères Serjens* of the Temple were strictly enjoined to "eat their bread in silence," and "place a watch upon their mouths;" and the *Frères Serjens* of the law, we are told, after their admission, did "dyne together with sober countenance and lytel communycacion\*."

\* Id. pp. 99, 100.

† Addison's History of the Knights Templars and the Temple,

## Court Papers.

### CAUSE LISTS.—HILARY TERM, 5 VICT.

#### Court of Chancery.

\*\*\* The following abbreviations have been adopted to abridge the space the Cause Papers would otherwise have occupied:—*A.* Abated—*Adj.* Adjourned—*A. T.* After Term—*Ap.* Appeal—*C. D.* Cause Day—*C. Costs*—*D.* Demurrer—*E.* Exceptions—*F. D.* Further Directions—*M.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Re-hearing—*S. O.*, Stand Over—*Sh.* Short.

#### JUDGMENT.

Woodcock v. Renneck (Ap)  
L. C.  
Mitford v. Reynolds (Ap) L. C.  
Swan v. Bolton (Ca) L. C.  
Blundell v. Gladstone (Ap)  
L. C.  
Allen v. Macpherson (Ap) L. C.  
Salkeld v. Phillips V. C. W.  
Salisbury v. Morrice V. C. of E.

#### PLEAS AND DEMURRERS.

Trotter v. Durham Railway Company (D) V. C. W.  
Wilkins v. Bucknell (2 D) V. C. B.

#### RE-HEARINGS & APPEALS.

Addis v. Campbell (Ap) S O  
Attorney-Gen. v. Wimborne School (2 Ap) S O  
Kay v. Holder (Ap) S O

Evetts v. Hall (Ap)  
Knight v. Frampton (Ap) A  
Att.-Gen. v. Earl (re-hearing) part heard  
Mitford v. Reynold (Ca) S O  
Peyton v. Hughes (re-h.) S O  
Att.-Gen. v. Southgate (Ap)  
Ditto v. Milner (S O)  
Bayden v. Watson (E, F D)  
Attorney-Gen. v. Kingston (D) from Exch.  
Ward v. Alsager (Causes by order)  
Ward v. Ward (order)  
Jan. 13  
Trelawny v. Roberts (Ap)  
Tritchley v. Williamson (Ap)  
Scott v. Milne (Ap)  
Pinnock v. Hyde (Ap)  
Taylor v. Rundell (Ap)  
Pearse v. Ditto

#### CAUSES, before the LORD CHANCELLOR.

St. John's College, Oxford, v. Carter  
Playfair v. Birmingham and Bristol and Thames Junction Railway Company S O  
Thwaites v. Robinson Dec. 6  
Duncan v. Campbell Dec. 6  
Lovell v. Tomes  
Curtis v. Mason  
Rolf v. Wilson  
Baillie v. Innes (E by order)  
Ditto v. Palmer  
Lewis v. Lewis  
Savill v. Savill  
Morgan v. Hayward  
Ward v. Pomfret (F D, Ptn)  
Hunsley v. Holder (at dft. req.)  
Webb v. Clarke A  
Smith v. Mackie  
Booth v. Lightfoot  
Cole v. Hall  
Heap v. Haworth (E)  
Ditto v. Ditto (F D, C)  
Owens v. Dickinson  
Grant v. Hutchinson  
Boys v. Trapp  
Ditto v. Ditto  
Bullivant v. Taylor (F D, C)  
Ditto v. Ditto  
Kirkwall v. Flight (E, and lunatic Ptn)  
Ditto v. Ditto (F D, C)

#### CAUSES, FURTHER DIRECTIONS, AND EXCEPTIONS.

##### Before the VICE-CHANCELLOR OF ENGLAND.

Butcher v. Jackson } Jan. 18  
Jackson v. Butcher }  
Butcher v. Jackson (by order)  
Jones v. Jones (F D, C) S O  
Luckes v. Frost (F D, C) S O  
Smith v. Pugh S O to amend  
Hughes v. Rogers (F D, C) A  
Jumpson v. Pitchers } A  
Dawes v. Jumpson }  
Dangerfield v. Evans S O after Hil. Term  
Bushell v. Hardley S O  
Potts v. Pinnegar S O  
Bruin v. Knott  
Irving v. Elliott A  
Bingham v. Hallam (F D, C)  
Cormouls v. Mole  
Gedy v. Thorne (F D, C)  
Jeffreys v. Hughes (F D, C)  
Ditto v. Holditch } Jan. 29  
Hare v. Cartridge (F D, C) A  
Att.-Gen. v. Pratt (at dft. re.) S O  
Hall v. Deacon (F D, C)  
Sarby v. Sarby (F D, Ptn)  
Moses v. James  
Barber v. Hollington (E)  
Doo v. London and Croydon Railway Company  
Witherden v. Witherden  
Goddin v. Crowhurst  
Atkins v. Hatton (F D, C)  
Brydges v. Branfill  
Barlow v. Lord (F D, C)  
Lee v. Jones (F D, C)  
Barrodaile v. March  
March v. Ditto (Exch. ca.) }  
Gething v. Vigurs S O  
Abraham v. Holderness  
Cocks v. Edwards } S. O. G.  
Griffith v. Richards }  
Hawley v. Powell  
Lindsey v. Godmond A  
Attorney-Gen. v. Field  
Lloyd v. Jones (F D, C)  
Thornycroft v. Crockett  
Breeze v. English  
Hunt v. Thackrah

Henfrey v. Hermon  
 Goode v. Morgan  
 Allright v. Giles  
 Ibbetson v. Selwin }  
 Ibbetson v. Fenton }  
 Green v. Green  
 Lee v. Burton  
 Richards v. Wood (E, F D)  
 Morrell v. Owen (F D, C)  
 Liddell v. Granger (E) }  
 Ditto v. Ditto }  
 Williams v. Roberts  
 Coore v. Lowndes  
 Smith v. Farr A  
 Gibbs v. Gregory  
 Bonnor v. Hatch  
 Graham v. Williams (F D, C)  
 S O  
 Doubeny v. Coghlan (E, F D, C)  
 Davis v. Lord Combermere (E)  
 Young v. Waterpark  
 Dartmouth Corporation v. Holdsworth  
 Davis v. Chanter } A  
 Ditto v. Bishop }  
 Forbes v. Peacock (Cause) }  
 Ditto v. Ditto (E, by order) }  
 Osbaldistoun v. Simpson  
 Ranger v. Great Western Railway Company  
 Lantour v. Holcombe  
 Youde v. Jones  
 Campbell v. Campbell (E) }  
 Ditto v. Ditto (F D, C) }  
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 Price v. Harding (F D, C)  
 Roberts v. Corp. of Carnarvon  
 Fisher v. Great Western Railway Company  
 Attorney-Gen. v. Baines  
 Birch v. Joy (E 2 sets Ptn)  
 Attorney-Gen. v. Cooper  
 Bute v. Stuart (E)  
 Petty v. Briggs  
 Burden v. Oldaker  
 Seagar v. Smith  
 Wright v. Taylor }  
 Ditto v. Frith }  
 Hirst v. Bradley  
 Goodricke v. Thaker  
 Att.-Gen. v. Mayor of Bristol  
 after Term  
 Wade v. Russell  
 Warne v. Greene  
 Warden &c. of Clun Hospital v. Earl Powis  
 Barnano v. Vitter  
 Fuller v. Woods  
 Scott v. Rideout (at dft. req.)  
 Sheppard v. Clutterbuck  
 Sykes v. Gyles  
 Cobley v. Wells  
 Cozens v. Cozens  
 Gibson v. Prosser (at dft. req.)  
 Gawn v. Gawn  
 White v. Husband  
 Kenward v. Henty  
 Robertson v. Great Western Railway Company  
 Minor v. Minor  
 Harrison v. Lane  
 Lord Muncaster v. Lady Muncaster

Colby v. Scotchmer  
 Dixon v. Clarke  
 White v. Hunt  
 Lovell v. Yates  
 Kuac v. Lawson  
 Moore (pauper) v. Dearden  
 Att.-Gen. v. George (F D, C)  
 Talbot v. Andrews (F D, C)  
 Mackintosh v. Henderson (F D, C, Ptn)  
 Roberts v. Corp. of Carnarvon  
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 Thomas v. Jones (F D, C)  
 Corney v. Tribe (F D, C)  
 Parker v. Marchant (F D, C)  
 Poyntz v. Holden  
 Earl Amherst v. Duchess of Leeds  
 Attorney-Gen. v. Mayor &c. of Chesterfield  
 Ihler v. Davies & Bainbridge  
 Payne v. Bristol and Exeter Railway Company  
 White v. Briggs  
 Grant v. Edgar  
 Morrice v. Langham (F D, C)  
 Horlock v. Smith (E)  
 Jones v. Pugh (E)  
 Pritchard v. Kettelby (F D, C)  
 King v. Goulden (F D, C)  
 Attorney-Gen. v. Bache  
 Harvey v. Harvey (F D, C)  
 Dinsdale v. Dudding  
 Downes v. North St  
 Parry v. Fane (F D, C)  
 Maitland v. Bateman (E)  
 Sampaio v. Gould (E)  
 Evans v. James  
 Peet v. Peet (F D, C)

## NEW CAUSES.

Ashley v. Hoskins  
 Heywood v. Grazebrook  
 Ward v. Arch  
 Ditto v. Ditto }  
 Ditto v. Tickle }  
 Morton v. Maule  
 Teed v. Carruthers }  
 Ditto v. Kennedy }  
 Blythe v. Granville  
 Douglas v. Douglas  
 Thomas v. Williams  
 Hancock v. Nicholson  
 Dean v. Hall  
 Greenway v. Bromfield  
 Easton v. Catling  
 Clough v. Trench  
 Yeld v. Simpson  
 Cave v. Cock  
 M. A. Douglas v. Douglas  
 Stevens v. Newberry  
 Abbey v. Petch  
 Boddington v. Seton  
 Spooner v. Sandilands  
 Wallace v. Nickson  
 Meux v. Smith  
 Davies v. Boulcott  
 Strother v. Dutton  
 Kynaston v. Jones  
 Stiles v. Tuckey  
 Boulton v. Strathmore  
 Wolfenden v. Whitehead  
 Winkworth v. Winkworth

Att.-Gen. v. Brandreth Jan. 15  
 Lyse v. Kingdon A  
 Sutton v. Maw A  
 Nedby v. Nedby A  
 Milbank v. Stevens S O  
 Griffiths v. Griffiths A  
 Cort v. Winder S O  
 Bastin v. Bastin S O  
 Clamp v. Clarke S O after T.  
 Bristow v. Woods (F D, C)  
 after Term  
 Taylor v. Bailey (at dft. req.) S O  
 Cort v. Winder S O  
 Oswald v. Landles Jan 12  
 Attorney-Gen. v. Elcox S O  
 Sloper v. Sloper S O  
 Stephens v. Williams A  
 Hickling v. Boyer  
 Lade v. Trill  
 Trill v. Lade  
 Watkins v. Briggs  
 Samuel v. Gibbs  
 Midgley v. Midgley  
 Coppin v. Gray  
 King v. Chuck  
 Weston v. Peache  
 Fry v. Wood  
 Fanning v. Devereux  
 Keene v. Birch } (F D, Ptn)  
 Ditto v. Ditto }  
 Hall v. Rawdon  
 Chafey v. Serjeant  
 Sillick v. Booth } (F D, C)  
 Ditto v. Corbett }  
 Scarborough v. Sherman  
 Hooker v. Brettal  
 May v. Selby  
 Attorney-Gen. v. Milner  
 Robertson v. Dean  
 Edgar v. Fry  
 Danks v. Otway  
 Alexander v. Foster (E)  
 Powell v. Powell (F D, C)  
 Pyc v. Linwood (F D, C) A

Griffin v. Williams  
 Bowmer v. Parkinson  
 Ford v. Clough (F D, C)  
 Gurney v. Cosway } (F D, C)  
 Ditto v. Ditto }  
 Eades v. Harris  
 Jenkins v. Cooke  
 Sharman v. Heath } (F D, C)  
 Howe v. Ditto }  
 Smith v. Baker (E, F D)  
 Massey v. Day  
 Mayor &c. Carnarvon v. Evans  
 Allen v. Wadley  
 Langford v. Reeves  
 Collins v. James  
 Compton v. Storey  
 Fairfax v. Morrell  
 Vickers v. Oliver  
 Powell v. Woollam  
 Russell v. Buchanan  
 Cottingham v. Stapleton (E)  
 Watson v. Webb  
 Trevor v. Trevor (E 3 sets)  
 Bird v. Blyth A  
 Farmer v. Farmer  
 Genge v. Matthews  
 Mason v. Frankling  
 Scott v. Pascall  
 Cragg v. Forde } (E 2 sets)  
 Ditto v. Ditto }  
 Burridge v. Row (F D, C)  
 Carr v. Collins (F D, C)

## NEW CAUSES.

Simonds v. Simonds  
 Latham v. Oliver  
 Chapman v. Bridgewater and Taunton Navigation Co.  
 Fowler v. Knollys (at dft. req.)  
 Barker v. Wallis  
 Wardle v. Claxton  
 Hodgson v. Crozier  
 Overt v. Patching  
 Dinning v. Henderson  
 Moorhouse v. Colvin

## Before the Vice-Chancellor WIGRAM.

Lewis v. Adams (Exch.) S O  
 Earl Egremont v. Young E. T.  
 Neesom v. Clarkson A  
 Owen v. Williams A  
 Sharp v. Manson  
 East India Co. v. Coopers' Co.  
 Perkins v. Bradley (part heard)  
 Ridley v. Lashmar Jan. 29  
 Monk v. Earl Tankerville  
 Lloyd v. Mason (F D, C) S O  
 Heslop v. Bank of England (F D, C)  
 Milne v. Bartlett (F D, C)  
 Fredricks v. Wilkins (F D, C)  
 Culley v. Culley  
 Roach v. Peters (F D, C)  
 Moody (pauper) v. Hebbard  
 Gray v. Mumbray  
 Williams v. Roberts  
 Coulton v. Middleton (F D)  
 Williams v. Moore }  
 Ditto v. Allen }  
 Vanderplank v. King  
 Gardner v. Blane  
 Buxton v. Simpson  
 Greene v. Warne  
 Appleby v. Duke  
 Baylie v. Martin  
 Hutchings v. Batson  
 Wale v. Moores  
 Mattalieu v. Miller  
 Forsyth v. Chard (F D, C)  
 Allen v. Cornfield

Fitzpatrick v. Newton  
 Cogger v. Wickes  
 Egginton v. Burton  
 Stocken v. Chuck  
 Pullen v. Haverfield  
 Cash v. Belsher  
 Williams v. Ellis  
 Wright v. Rutter  
 Aspinall v. Andus  
 Morgan v. Elstob  
 Body v. Lefevre  
 Hopson v. Croome  
 Parry v. Jebb  
 Cook v. Black  
 Davies v. Thorne  
 Middleditch v. Saunders  
 Hodgson v. Lowther  
 Wansey v. Towgood  
 Christian v. Chambers (F D, C)  
 Eld v. Durant  
 Stephenson v. Everett  
 Barfoot v. Buckland  
 Stiven v. Jenkins  
 Dyson v. Morris  
 Bultell v. Lord Abinger  
 Attorney-Gen. v. Mayor &c. of Newark  
 Trevanion v. Sargon  
 Willetts v. Willetts  
 Crawford v. Fisher  
 Taylor v. Jardine  
 Plunkett v. Lewis (E, F D)  
 Hand v. Wrench

## Before the Vice-Chancellor KNIGHT BRUCE.

Christison v. Mayor &c. of Berwick (E 2 sets) S O  
 Mayor of London v. Combe (from Exch.) S O

Chambers v. Middleton (from Exch.) A  
 Higgins v. Higgins S O  
 Moore v. Moore (F D, C) A



les v. Dixon (F D, O)	Leeming v. Sherratt } (F D,	Thursday ..... 13	Pleas, Demurrers, Causes, Further Di- rections, and Exceptions.
Morris v. Lavis } (F D, G,	Walton v. Ditto } C)	Friday ..... 14	
Ditto v. Loyd } Ptn	Ditto v. Ditto } (F D,	Saturday ..... 15	
Attorney-Gen. v. Sherman (F D, C)	Branch v. Primrose } C)	Monday ..... 17	
Fidler v. Bellingham } (F D,	Ditto v. Ditto } (F D,	Tuesday ..... 18	Motions.
Ditto v. Brook } C)	Dover v. Alexander	Wednesday ..... 19	
Att.-Gen. v. Lord Carrington (F D, C)	Fowler v. Wood	Thursday ..... 20	
Hawkins v. Hawkins } (FD,	Edwards v. Meyrick	Friday ..... 21	
Ditto v. Ditto } C)	Bower v. Cooper	Saturday ..... 22	Pleas, Demurrers, Causes, Further Di- rections, and Exceptions.
Davis v. Black	Harvey v. Bousfield	Monday ..... 24	
Collins v. Johnson	Beasley v. Kenyon	Tuesday ..... 25	
Ditto v. Ditto } (F D, C)	Griffin v. Wood	Wednesday ..... 26	
Ditto v. Smith	Cooke v. Fyrer	Thursday ..... 27	Motions.
Ditto v. Bennett	Attorney-Gen. v. Millard	Friday ..... 28	
Read v. Smith (F D, C)	Meek v. Kettlewell	Saturday ..... 29	
Westwood v. Slater	Villebois v. Ward	Monday ..... 31	
Gardner v. Gardner (F D, C)	Wilkins v. Wood	<i>At the Rolls.</i>	
Att.-Gen. v. Cullum } (F D,	Smith v. Palmer	Tuesday .... Feb. 1 { Short Causes after swearing in the Solicitors.	
Ditto v. Le Grice } C)	Havard v. Price	Short Causes, Consent Causes, and Consent Petitions, every Tuesday, at the Sitting of the Court.	
Pettingal v. Pettingal (F D, C)	Weymouth v. Lambert		
Jaquet v. Edwards	Paris v. Brightmore		
Wilcocks v. Shelley (E)	Morgan v. Davies		
Strickland v. Strickland	Hughes v. Eades		
Ferry (pauper) v. Walker	Waddilove v. Taylor		
Page v. Way (F D, C)	Woodhouse v. Jones		
Kirlew v. Rayner } (F D, C)	Rose v. Overton		
Ditto v. Ditto	Wood v. Ford		
Hardcastle v. Cooper	Parsons v. Millard		
Reedhead v. Hallen (P C)	Jew v. Wood		
Crocket v. Crocket (F D, C)	Cole v. Frost		
Paris v. Hughes } (E)	Bonnor v. Bonnor		
Ditto v. Tebbutt	Watson v. Bentham		
Bachman v. Mountain } (FD,	Keeton v. Lynch		
Ditto v. Goodman } C)	Lewis v. Leatham		
Drake v. Drake (F D, C)	Piper v. Grittins		
Lancaster v. Evans (E)	Trail v. Bull		
Liddle v. Carden } (F D, C)	Welford v. Bell		
Ditto v. Simpson	Plews v. Graham		
Att.-Gen. v. Brown } (F D,	Attorney-Gen. v. Pretymen		
Ditto v. Hall } C)	Attorney-Gen. v. Lewis		
Farrow v. Barlow (F D, C)	Attorney-Gen. v. Merchants		
Courtney v. Courtney } (E)	Venturers' Society		
Sampson v. Ditto	Norton v. Pritchard		
	Thorley v. Yeats		
	Heming v. Archer		

## EQUITY SITTINGS, HILARY TERM, 1842.

## Court of Chancery.

Before the LORD CHANCELLOR, at Westminster.

Tuesday .... Jan. 11	Appeal Motions.
Wednesday ..... 12	Petition Day.
Thursday ..... 13	Appeals and Causes.
Friday ..... 14	
Saturday ..... 15	
Monday ..... 17	
Tuesday ..... 18	Appeal Motions and Ditto.
Wednesday ..... 19	
Thursday ..... 20	
Friday ..... 21	
Saturday ..... 22	Appeals and Causes.
Monday ..... 24	
Tuesday ..... 25	
Wednesday ..... 26	
Thursday ..... 27	Appeal Motions and Ditto.
Friday ..... 28	Appeals and Causes.
Saturday ..... 29	
Monday ..... 31	Appeal Motions and Ditto.

## Rolls Court.

Before the Right Hon. the MASTER OF THE ROLLS, at Westminster.

\* \* The table of sittings at the Rolls, given in Vol. 5, p. 1187, has been corrected, and now stands as follows:—

Tuesday .... Jan. 11	Motions.
Wednesday ..... 12	Petitions in General Paper.

## Vice-Chancellors' Courts.

Before the VICE-CHANCELLOR OF ENGLAND, at Westminster.

Tuesday .... Jan. 11	Motions.
Wednesday ..... 12	Petitions.
Thursday ..... 13	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday ..... 14	Unopposed Petitions, Short Causes, and Ditto.
Saturday ..... 15	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday ..... 17	
Tuesday ..... 18	
Wednesday ..... 19	
Thursday ..... 20	Motions.
Friday ..... 21	Unopposed Petitions, Short Causes, and General Paper.
Saturday ..... 22	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday ..... 24	
Tuesday ..... 25	
Wednesday ..... 26	
Thursday ..... 27	Motions.
Friday ..... 28	Unopposed Petitions, Short Causes, and General Paper.
Saturday ..... 29	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday ..... 31	Motions.

Before VICE-CHANCELLOR KNIGHT BRUCE, at Westminster.

Tuesday .... Jan. 11	Motions and Causes.
Wednesday ..... 12	Petitions and Causes.
Thursday ..... 13	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday ..... 14	Unopposed Petitions, Short Causes, and Ditto.
Saturday ..... 15	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday ..... 17	
Tuesday ..... 18	
Wednesday ..... 19	
Thursday ..... 20	Motions and Ditto.
Friday ..... 21	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday ..... 22	Unopposed Petitions, Short Causes, and Ditto.
Monday ..... 24	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday ..... 25	
Wednesday ..... 26	
Thursday ..... 27	
Friday ..... 28	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday ..... 29	Unopposed Petitions, Short Causes, and Ditto.
Monday ..... 31	Motions and Ditto.

Before VICE-CHANCELLOR WIGRAM, at Westminster.

Tuesday ... Jan. 11	Motions and Causes.
Wednesday .... 12	Short Causes, Petitions, and Causes.

Thursday .....	13	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday .....	14	
Saturday .....	15	
Monday .....	17	
Tuesday .....	18	Unopposed Petitions, Short Causes, and Ditto.
Wednesday .....	19	
Thursday .....	20	
Friday .....	21	
Saturday .....	22	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday .....	24	
Tuesday .....	25	
Wednesday .....	26	
Thursday .....	27	Unopposed Petitions, Short Causes, and Ditto.
Friday .....	28	
Saturday .....	29	
Monday .....	31	

## CIRCUITS OF THE COMMISSIONERS FOR THE RELIEF OF INSOLVENT DEBTORS.

### SPRING CIRCUITS, 1842.

#### MIDLAND CIRCUIT.

H. R. REYNOLDS, Esq., Chief Commissioner.

*Essex*, at Chelmsford, Tuesday, March 15.  
*Essex*, at Colchester, Wednesday, March 16.  
*Suffolk*, at Ipswich, Thursday, March 17.  
*Norfolk*, at Yarmouth, Saturday, March 19.  
*Norfolk*, at Norwich and City, Monday, March 21.  
*Norfolk*, at Lynn, Thursday, March 24.  
*Suffolk*, at Bury St. Edmunds, Saturday, March 26.  
*Cambridgeshire*, at Cambridge, Monday, March 28.  
*Huntingdonshire*, at Huntingdon, Wednesday, March 30.  
*Northamptonshire*, at Peterborough, same day.  
*Lincolnshire*, at Lincoln and City, Friday, April 1.  
*Nottinghamshire*, at Nottingham and Town, Monday, April 4.  
*Derbyshire*, at Derby, Thursday, April 7.  
*Lichfield*, (County and City), Saturday, April 9.  
*Staffordshire*, at Stafford, Monday, April 11.  
*Shropshire*, at Shrewsbury, Thursday, April 14.  
*Shropshire*, at Oldbury, Saturday, April 16.  
*Warwickshire*, at Birmingham, Monday April 18.  
*Warwickshire*, at Warwick, Thursday, April 21.  
*Coventry*, (City and County), Monday, April 25.  
*Leicestershire*, at Leicester, Tuesday, April 26.  
*Northamptonshire*, at Northampton, Thursday, April 28.  
*Bedfordshire*, at Bedford, Friday, April 29.  
*Buckinghamshire*, at Aylesbury, Saturday, April 30.

#### HOME CIRCUIT.

J. G. HARRIS, Esq., Commissioner.

*Kent*, at Maidstone, Thursday, March 3.  
*Canterbury*, (City and County), Monday, March 7.  
*Kent*, at Dover, Tuesday, March 8.  
*Sussex*, at Horsham, Friday, March 18.  
*Hertfordshire*, at Hertford, Friday, April 8.

#### SOUTHERN CIRCUIT.

T. B. BOWEN, Esq., Commissioner.

*Berkshire*, at Reading, Monday, February 14.  
*Oxfordshire*, at Oxford and City, Wednesday, February 16.  
*Worcestershire*, at Worcester and City, Friday, February 18.  
*Herefordshire*, at Hereford, Monday, February 21.  
*Radnorshire*, at Presteigne, Wednesday, February 23.  
*Brecknockshire*, at Brecon, Friday, February 25.  
*Carmarthenshire*, at Carmarthen and Borough, Mon., Feb. 28.  
*Cardiganshire*, at Cardigan, Wednesday, March 2.  
*Pembrokeshire*, at Haverfordwest and Town, Friday, Mar. 4.  
*Glamorganshire*, at Swansea, Monday, March 7.  
*Glamorganshire*, at Cardiff, Wednesday, March 9.  
*Monmouthshire*, at Monmouth, Friday, March 11.  
*Gloucestershire*, at Gloucester and City, Monday, March 14.  
*Bristol*, (City and County), Thursday, March 17.  
*Somersetshire*, at Bath, Monday March 21.  
*Somersetshire*, at Wells, Tuesday, March 22.  
*Devonshire*, at Exeter and city, Thursday, March 24.  
*Devonshire*, at Plymouth, Wednesday, March 30.  
*Cornwall*, at Bodwip, Friday, April 1.

*Dorsetshire*, at Dorchester, Tuesday, April 5.  
*Wiltshire*, at Salisbury, Thursday, April 7.  
*Southampton*, (Town and County), Saturday, April 9.  
*Southampton*, at Winchester, Monday, April 11.

#### NORTHERN CIRCUIT.

W. J. LAW, Esq., Commissioner.

*Rutlandshire*, at Oakham, Saturday, February 5.  
*Yorkshire*, at Sheffield, Monday, February 7.  
*Yorkshire*, at Wakefield, Wednesday, February 9.  
*Kingston-upon-Hull*, (Town and County), Friday, Feb. 18.  
*Yorkshire*, at York and City, Monday, February 21.  
*Yorkshire*, at Richmond, Thursday, February 24.  
*Durham*, at Durham, Friday, February 25.  
*Northumberland*, at Newcastle-upon-Tyne and Town, Monday, February 28.  
*Cumberland*, at Carlisle, Thursday, March 3.  
*Westmorland*, at Appleby, Saturday, March 5.  
*Westmorland*, at Kendal, Monday, March 7.  
*Lancashire*, at Lancaster, Tuesday, March 8.  
*Lancashire*, at Preston, Thursday, March 17.  
*Lancashire*, at Liverpool, Friday, March 18.  
*Cheshire*, at Chester and city, Monday, March 21.  
*Flintshire*, at Mold, Wednesday, March 23.  
*Denbighshire*, at Ruthin, Thursday, March 24.  
*Anglesey*, at Beaumaris, Monday, March 28.  
*Carnarvonshire*, at Carnarvon, Tuesday, March 29.  
*Merionethshire*, at Dolgelly, Friday, April 1.  
*Montgomeryshire*, at Welch Pool, Monday, April 4.

## London Gazettes.

TUESDAY, JANUARY 11.

### DECLARATIONS OF INSOLVENCY.

JAMES NETTLETON, Ealing, licensed victualler.  
 JAMES COLES, Victoria, Bedwellty, Monmouthshire, surgeon and apothecary.  
 THOMAS HESLOP, Ripley, Harrowgate, Yorkshire, school-master.

### BANKRUPTS.

THOMAS KITCHENER, Arundel-st., Coventry-st., engraver and jeweller, Jan. 18 and Feb. 22 at 1, Court of Bankruptcy: Off. Ass. Belcher; Sol. Pike, 26, Old Burlington-st.—Fiat dated Jan. 7.  
 JAMES GOODWIN, Bishop's Stortford, Hertfordshire, innkeeper, Jan. 21 at half-past 11, and Feb. 22 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Fry & Co., 80, Cheapside.—Fiat dated Jan. 4.  
 SAMUEL MOORE, King William-st., London-bridge, draper, Jan. 20 and Feb. 22 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Billing, King-st., Cheapside.—Fiat dated Jan. 3.  
 DAVID SEVENSON, sen., Compton-st., Brunswick-sq., patent safety paper maker, and wholesale stationer, Jan. 20 at half-past 12, and Feb. 22 at 12, Court of Bankruptcy: Off. Ass. Gibson; Sols. Burrell & Paterson, White Hart-court, Lombard-st.—Fiat dated Jan. 11.  
 THOMAS BARTRAM, Sevenoaks, Kent, linen draper, Jan. 20 at 1, and Feb. 22 at 12, Court of Bankruptcy: Off. Ass. Turquand; Sols. Sole & Co., Aldermanbury.—Fiat dated Jan. 6.  
 WILLIAM NICHOLLS, Adam's-mews, Edgeware-road, livery stable keeper, Jan. 20 at 12, and Feb. 22 at 11, Court of Bankruptcy: Off. Ass. Graham; Sols. Gadsden & Flower, 14, Furnival's Inn.—Fiat dated Jan. 8.  
 JOHN FRANCIS BUISSON, Brabant-court, Philpot-lane, merchant, Jan. 21 and Feb. 22 at 11, Court of Bankruptcy: Off. Ass. Groom; Sols. Hine & Robinson, 32, Charterhouse-square.—Fiat dated Jan. 8.  
 ARTHUR STRACHAN, Friday-street, Cheapside, warehouseman, Jan. 19 at 12, and Feb. 22 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Gole, 49, Lime-street.—Fiat dated Jan. 6.  
 DYER BERRY SMITH and JOSEPH WHEELER SMITH, Alton, Staffordshire, paper manufacturers, Jan. 21 and Feb. 22 at 12, Castle Hotel, Newcastle-under-Lyne: Sols. Harrison, Birmingham; Chaplin, 3, Gray's Inn-sq.—Fiat dated Jan. 6.



**RICHARD TURNER**, Northampton, shoe-manufacturer, Jan. 18 at 11, and Feb. 22 at 2, Cross Keys Inn, Northampton: Sols. Hensman, Northampton; Turner & Hensman, 8, Basing-lane.—Fiat dated Jan. 7.

**DAVID DAVIES**, jun., Glanchywedog, Llanidloes, Montgomeryshire, flannel manufacturer, Jan. 24 and Feb. 22 at 11, Wynnstay Arms Inn, Machynlleth: Sols. Hayward, Llanidloes; Bigg, Southampton-buildings.—Fiat dated Dec. 24.

**WILLIAM ROBERTS**, Rawmarsh, Yorkshire, grocer, Jan. 26 and Feb. 22 at 12, Town-hall, Sheffield: Sols. Nicholson, Wath, near Rotherham; Wiglesworth & Co., Gray's Inn-square.—Fiat dated Dec. 30.

**JOHN STEPHENS**, Menhenloft, Cornwall, ironfounder, Jan. 20 and Feb. 22 at 11, Royal Hotel, Plymouth: Sols. Lockyer & Bulteel, Plymouth; Surr, 80, Lombard-street.—Fiat dated Jan. 4.

**GEORGE HOWARTH**, Todmorden, Lancashire, corn-dealer, Feb. 3 and 22 at 10, Golden Lion Inn, Todmorden: Sols. Leadbetter, Mirfield, near Dewsbury; Hall, 28, Moor-gate-street.—Fiat dated Jan. 1.

## MEETINGS.

*James Patterson*, Cateaton-st., warehouseman, Jan. 21 at half-past 12, Court of Bankruptcy, pr. d.—*John Ryle*, Macclesfield, banker, Feb. 3 at 11, Macclesfield Arms Hotel, Macclesfield, sp. aff.—*Peter Saunders*, Kingston-upon-Hull, merchant, Jan. 18 at 12, Court of Bankruptcy, last ex.—*B. Read*, Worcester, wine-merchant, March 1 at 2, France's, Worcester, last ex.—*Wm. Reynolds*, Brightmet, Lancashire, cotton-spinner, Feb. 16 at 11, Swan Inn, Bolton-le-Moors, last ex.—*Richard Halford*, *Wm. Henry Baldock*, and *Osborn Souleth*, Canterbury, bankers, Feb. 7 at 11, Guildhall, Canterbury, last ex.—*Ed. Leech*, Cinderhill, within Pilkington, Lancashire, cotton-spinner, Feb. 18 at 1, Swan Inn, Bolton-le-Moors, last ex.—*Ed. Jeffery*, Exeter, builder, Feb. 3 at 12, London Inn, Exeter, and ac.—*Hugh Herbert Downman*, Kidwelly, Carmarthenshire, tin-plate-manufacturer, Feb. 2 at 11, Ivy Bush Hotel, Carmarthen, aud. ac.; at 12, div.—*Thos. Collinson*, Wakefield, Yorkshire, boat-builder, Feb. 1 at 10, Commissioners'-rooms, Leeds, and ac.—*James Mackie*, Liverpool, tailor, Feb. 1 at 1, Clarendon-rooms, Liverpool, aud. ac.—*A. J. F. Marreco*, Newcastle-upon-Tyne, merchant, Jan. 21 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—*S. H. Armitage*, Wakefield, Yorkshire, and *Mat. Dodgson*, Manchester, maltsters, Feb. 1 at 2, Commissioners'-rooms, Leeds, and ac.—*William Selkirk*, Aston juxta Birmingham, engraver, Feb. 2 at 2, Waterloo-rooms, Birmingham, aud. ac.—*Ed. Boden*, Chester, druggist, Feb. 7 at 11, Blossoms Inn, Chester, aud. ac.; at 12, div.—*Robert Handley*, Rochdale, Lancashire, tailor, Feb. 8 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 11, pr. d. and div.—*James Porter*, Honiton, Devonshire, victualler, Feb. 1 at 12, Old London Inn, Exeter, and ac.—*Edward Whitmore*, *John Wells*, *John Wells*, jun., and *Frederick Whitmore*, Lombard-street, bankers, Feb. 3 at 1, Court of Bankruptcy, fin. div. sep. est. *E. Whitmore*; at half-past 1, fin. div. sep. est. *J. Wells*; at 2, fin. div. sep. est. *F. Whitmore*.—*Saml. Hopkins*, Croydon, Surrey, grocer, Jan. 27 at 2, Court of Bankruptcy, div.—*Wm. C. Bennett*, Whitechapel-road, omnibus proprietor, Feb. 1 at 11, Court of Bankruptcy, div.—*Alex. Colvin*, *Wm. A. Bazett*, *David Colvin*, *Thomas Anderson*, and *Daniel Anselie*, Calcutta, Bengal, merchants and East India agents, Feb. 1 at half-past 10, Court of Bankruptcy, div.—*James Morrison sen.*, and *Jas. Chas. Morrison*, jun., York-st., Foley-place, Middlesex-hospital, tailors, Feb. 1 at half-past 11, Court of Bankruptcy, fin. div.—*Rich. F. Cass*, Ware, Hertfordshire, grocer, Feb. 1 at half-past 12, Court of Bankruptcy, div.—*Edw. O. Smith*, Bucklersbury, merchant, Feb. 1 at 12, Court of Bankruptcy, fin. div.—*M. S. Wallace*, Cooper's-row, Crutched-frars, ship-owner, Feb. 2 at 12, Court of Bankruptcy, div.—*John Calverley*, Abbey, near Knaresborough, Yorkshire, corn miller, Feb. 4 at 12, Guildhall, York, aud. ac.; at 1, div.—*Edw. Banks*, Birmingham, button-maker, Feb. 16 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, div.—*James Mann*, Norwich, woolstapler, Feb. 4 at 11, Royal Hotel, Norwich, aud. ac.; at 12, div.—*Chas. Alcock*, Sheffield, case-manufacturer, Feb. 3 at 12, Town-hall, Sheffield, aud. ac.; at 1, fin. div.—*Harris Ford*, Manchester, knee draper, Feb. 2 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*James Gillies*, Hartlepool,

Durham, ship-owner, Feb. 1 at 1, Vane Arms, Stockton-upon-Tees, aud. ac.; at 2, div.—*David Rider*, Leeds, cloth-merchant, Feb. 1 at 3, Commissioners'-rooms, Leeds, aud. ac.; at 4, fin. div.—*L. J. C. Clayette*, Manchester, commission-agent, Feb. 2 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and fin. div.—*John Baker*, Sidmouth, Devonshire, brewer, Feb. 1 at 12, Old London Inn, Exeter, aud. ac. and div.—*Thos. Lee*, Battye-mill, near Mirfield, Yorkshire, boat builder, Feb. 4, at 10, George Hotel, Huddersfield, aud. ac.; at 11, div.—*Benj. Williams*, Liverpool, and Margam Tin-plate Works and Maesteg Iron Works, Glamorgan-shire, merchant, Feb. 2 at 1, Clarendon-rooms, Liverpool, div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Feb. 1.*

*George Gower*, Cardiff, Glamorgan-shire, grocer.—*James Wells*, St. Martin's-le-Grand, woollen draper.—*Wm. Triance*, King's Lynn, Norfolk, builder.—*George Castle*, jun., Rotherhithe, ship builder.—*Joseph Spencer*, Lamb's Conduit-st., Foundling-hospital, chemist and druggist.—*Benjamin Coles*, Olney, Buckinghamshire, tea dealer.—*Joseph Littleford*, High street, St. Marylebone, coach maker.—*James Brooks*, Manchester, grocer.—*Joshua Williamson*, Nicholas-lane, Lombard-street, merchant.—*Geo. Dickens*, Hertford, surgeon.—*Thomas Toney*, Birmingham, draper.

## PARTNERSHIP DISSOLVED.

*William Walton and Richard Coles*, Basinghall-street, at-torneys and solicitors.

## SCOTCH SEQUESTERATIONS.

*John and Thomas Deans & Co.*, Stewarton, carpet manufacturers.—*Adam Steel*, Stirling, merchant.—*D. Millar*, Glasgow, wright.—*William Douglas*, Glasgow, manufacturer.—*J. Bendelow*, Kirkaldy, innkeeper.—*Aulay McKinlay*, Glasgow, merchant.

## INSOLVENT DEBTORS.

*Saturday, January 8, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*J. Lipscomb*, High Wycombe, Buckinghamshire, butcher, No. 57,520 C.; *John Pratt*, assignee.—*Samuel Burnett*, Halifax, Yorkshire, licensed dealer in ale, No. 43,203 C.; *Edw. Riley*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Feb. 1 at 9.*

*Edward Davies*, Wilmington-street, Wilmington-sq., Spafelds, out of business.—*Le Chevalier Joseph Mary Mendonca*, Northumberland-street, New-road, employed under the Portuguese Government on the Mixed British and Portuguese Commission.—*Louis Marie Delplanque*, Jermyn-street, St. James's, teacher of drawing.—*William Jones*, Princess-street, Grove-road, Marylebone, shoemaker.—*James Allen*, West Smithfield, slaughterman.—*John Barratt*, Great James-street, Liason-grove, out of business.—*John Roden*, Pell-st., Ratcliff-highway, engineer.—*Richard Williams*, Dean-street, Fetter-lane, medical student.—*Thomas Atkinson*, New Manor-row, King's-road, Chelsea, mine agent.—*Charles Yarrow*, Hampton-wick, beer shop keeper.—*Edward Wright George*, Bucklersbury, attorney at law.—*George Summerhays Henley*, Savoy-street, Strand, lodging housekeeper.—*Henry Braddon*, Augustus-st., Regent's-park, attorney at law.—*Fred. Angel*, New Bank-buildings, Princes-street, stamper in the Stamp Office, Somerset House.—*Lionel Prager Goldmid*, Lodge-road, St. John's Wood, commission agent.

*Feb. 3, at the same hour and place.*

*Frederick Sturmer*, Howland-street, Fitzroy-sq., clerk.—*George Moorey*, Stepey-caneway, Ratcliff, brazier.—*Thos. Hearn*, Upper Brent-cottage, Blackheath-hill, Greenwich, ship biscuit baker.—*George Wilson*, Providence-place, Shepherd's-bush, printer.—*James Chandler*, Leigh-street, Red Lion-sq., jeweller.—*Edward Hartnett*, James-street, Oxford-street, out of business.—*Joseph Goodson*, Enfield-wash, Enfield, out of business.—*Thomas Maynard*, Walcot-square, Lambeth, out of business.—*Robert Alcock*, Eclipse-yard, Foundling-terrace, Gray's-inn-road, cab proprietor.—*Thos. Watson*, Gt. Sutton-street, Goswell-street, out of business.—*Wm. Foster Crouch*, Hatfield-place, near the Crown, out of business.—*Chas. Mary Andrews*, North-row, Lewisham, Kent, watch maker.—*James Neville*, Canal-terrace, Camberwell, civil engineer.—*Walter*

*Helbels*, Thomas-street, Horsleydown, Surrey, hop merchant.—*John Watson*, Oxford-street, shopman to a linen draper.—*Llewellyn Watkins Williams*, Elm-st., Gray's-inn-lane, cook.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Thomas Houston*, Victoria-terrace, Union-road, Kent-road, Surrey, linen draper, Jan. 18, Laurie's, Watling-st.: 1s. 2d. in the pound.

#### MEETINGS.

*William Hampson*, Bolton-le-Moors, Lancashire, attorney at law, Jan. 27 at 11, Weston's, Manchester, sp. aff.—*Henry Gaskins*, Woodmancott, Clevee-hill, Bishop's Cleeve, Gloucestershire, quarryman, Jan. 27 at 3, George Hotel, Cheltenham, sp. aff.

#### FRIDAY, JANUARY 14.

#### DECLARATIONS OF INSOLVENCY.

**JAMES GRANT SMITH**, Bath, Somersetshire, common brewer and maltster.

**JOHN CUISSET**, Blackfriars-road, Surrey, jeweller.

#### BANKRUPTS.

**WILLIAM HENRY APSEY**, Globe-wharf, Rotherhithe, ship breaker, Jan. 21 at 12, and Feb. 25 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Cattlin, Ely-place, Holborn.—Fiat dated Jan. 11.

**BENJAMIN WARD**, Charlotte-terrace, New-cut, Lambeth, boot and shoe manufacturer, Jan. 21 at half-past 1, and Feb. 25 at 12, Court of Bankruptcy: Off. Ass. Alsager; Sol. M'Duff, 37, Castle-st., Holborn.—Fiat dated Jan. 12.

**GEORGE NOVRA**, Red Lion-sq., dealer in foreign goods, Jan. 21 at 1, and Feb. 25 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Spyer, 30, Broad-st.-buildings.—Fiat dated Jan. 12.

**JOHN DENNISS**, sen., and **JOHN DENNISS**, jun., Tooley-st., linen drapers, Jan. 28 at 1, and Feb. 25 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sol. Sole, Louthbury.—Fiat dated Jan. 11.

**EDWARD EVANS** and **ANDREW EVANS**, Birmingham, painters and glaziers, Jan. 24 at 2, and Feb. 25 at 11, Waterloo-rooms, Birmingham: Sols. Harrison, Birmingham; Parker & Webster, 13, New Boswell-ct.—Fiat dated Jan. 7.

**AMOR SPOOR**, sen., and **AMOR SPOOR**, jun., Newcastle-upon-Tyne, builders, joiners, and cabinet makers, Feb. 14 at 11, and Feb. 25 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Hoyle, Newcastle-upon-Tyne; Shield & Harwood, 26, Queen-street, Cheapside.—Fiat dated Jan. 5.

**JOHN ELLISON**, Leeds, nail manufacturer, Feb. 4 and 25 at 2, Commissioners'-rooms, Leeds: Sols. Battle, Selby, Yorkshire; Geo. & Cha. Rushworth, 10, Staple-inn.—Fiat dated Dec. 15.

**WILLIAM POVEY**, Ashton-under-Lyne, Lancashire, grocer and tea dealer, whitesmith, and gas fitter, Jan. 27 and Feb. 25 at 12, Commissioners'-rooms, Manchester: Sols. Higginbottom, Ashton-under-Lyne; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated Jan. 7.

**JOSEPH LANE**, sen., Stockport, Chester, cotton manufacturer, Jan. 25 and Feb. 25 at 3, Commissioners'-rooms, Manchester: Sols. Coppock & Woollam, Stockport; Coppock, 3, Cleveland-row, St. James's.—Fiat dated Jan. 10.

**HUMPHREY TUGWELL**, Whitefields-farm, Holbury and Langley, Fawley, Southampton, farmer and cattle-dealer, Jan. 24 and Feb. 25 at 11, Star Hotel, Southampton: Sols. Deacon & Long, Southampton; Walker, 5, Southampton-street, Bloomsbury-square.—Fiat dated Dec. 18.

**WILLIAM CARPENTER**, Chippenham, Wiltshire, innkeeper, Feb. 9 at 10, and Feb. 25 at 2, White Hart Inn, Chippenham: Sols. Pinniger, Chippenham; Pinniger & Westmacott, 1, Gray's Inn-square.—Fiat dated Dec. 31.

**JOHN SUTCLIFFE**, Halifax, Yorkshire, grocer, Feb. 3 at 2, and Feb. 25 at 10, White Lion Inn, Halifax: Sols. Craven & Rankin, Halifax; Wiglesworth & Co., Gray's-inn-square.—Fiat dated Dec. 18.

**SAMUEL CLOUGH** and **WILLIAM THOMPSON CLOUGH**, Eccleston, Lancashire, alkali manufacturers, Jan. 25 and Feb. 25 at 12, Clarendon-rooms, Liverpool: Sols. Johnson, St. Helens; Adlington & Co., Bedford-row.—Fiat dated Jan. 5.

**ROBERT WILCOCK**, Lower Althethwaite, Cartmel, Lancashire, banker, Jan. 27 and Feb. 25 at 11, Commercial Inn, Kendal, Westmoreland: Sols. Hitchcock, and Johnson & Co., Temple.—Fiat dated Dec. 16.

#### MEETINGS.

*Hen. Ed. Roberts*, Broad-st.-buildings, merchant, Jan. 29 at half-past 1, Court of Bankruptcy, pr. d.—*Thomas Arnold*, Paternoster-row, bookseller, Jan. 25 at half-past 11, Court of Bankruptcy, last ex.—*Wm. Ball*, Paternoster-row, bookseller, Jan. 25 at 11, Court of Bankruptcy, last ex.—*Henry P. Coltherup*, Rochester, Kent, dyer, Jan. 24 at 12, Court of Bankruptcy, last ex.—*Abraham Levy Bensussan* and *Joshua Brandon*, Walbrook-buildings, merchants, Jan. 24 at 11, Court of Bankruptcy, last ex.—*Richd. A. Jones*, Friday-st., Cheapside, linen and Manchester warehousemen, Jan. 26 at 2, Court of Bankruptcy, last ex.—*Wm. Hitchcock*, Regent-st., linen-draper, Jan. 17 at 11, Court of Bankruptcy, last ex.; Feb. 12 at 11, aud. ac. and div.—*John Hall* and *S. Vincent*, St. Mary Axe, wholesale tea and coffee-dealers, Jan. 25 at 12, Court of Bankruptcy, last ex.—*Jos. Webb Pilcher*, Crabble, Kent, miller, Feb. 4 at 1, Shakespeare Hotel, Dover, last ex.—*Geo. Blight Bishop* and *F. Hildyard*, Southampton, drapers, Feb. 4 at 1, Court of Bankruptcy, aud. ac. and div.—*Philip Carter*, James-street, Covent-garden, factor, Feb. 7 at 11, Court of Bankruptcy, aud. ac.—*Wm. Broome*, Oxford-st., linen-draper, Feb. 5 at 1, Court of Bankruptcy, aud. ac. and div.—*Chas. Hoppe*, Blackfriars-road, Surrey, china man, Feb. 5 at 2, Court of Bankruptcy, aud. ac. and div.—*Wm. Webb Ogbourne*, Honey-lane, Cheapside, commission-agent, Feb. 5 at 12, Court of Bankruptcy, aud. ac. and div.—*Julius Caesar Mott*, Loughborough, and Leicester, wine-merchant, Feb. 5 at 11, Court of Bankruptcy, aud. ac. and div.—*James Smith*, *Thos. Edgley*, and *Bryce Smith*, Manchester, Scotch warehousemen, Feb. 11 at 10, Commissioners'-rooms, Manchester, div.; at 10, aud. ac. sep. est. *Jas. Smith*; Feb. 11 at 2, div.; at 3, aud. ac. sep. est. *Thos. Edgley*; Feb. 14 at 3, div.; at 4, aud. ac. *B. Smith*.—*Thomas Coleman*, Highwood, Yarpole, Herefordshire, and *Ed. Wellings*, Ludlow, Shropshire, bankers, Feb. 8 at 10, Crown Inn, Ludlow, aud. ac. joint est.; at 11, aud. ac. sep. est. *T. Coleman*; at 12, aud. ac. sep. est. *E. Wellings*.—*Wm. B. Windeatt*, South Brent, Devonshire, corn-factor, March 3 at 10, Royal Hotel, Plymouth, aud. ac.—*James Galpin*, sen., Marnhull, Dorsetshire, maltster, Feb. 26 at 12, Greyhound Inn, Blandford Forum, aud. ac.—*Dani. Hodgson* and *Jon. Wright*, Glossop, Derbyshire, cotton-spinners, Feb. 5 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*John Brooks*, Baptist Mills, Bristol, sugar manufacturer, Feb. 8 at 2, Commercial-rooms, Bristol, aud. ac.; Feb. 11 at 2, first and fin. div.—*T. Driver* and *J. Moore*, City of London, ship-owners, Feb. 4 at 12, Court of Bankruptcy, fin. div. sep. est. *Thomas Driver*.—*Ed. Ellick*, Milton, next Sittingbourne, Kent, grocer, Feb. 4 at 1, Court of Bankruptcy, fin. div.—*Philip Carter*, James-st., Covent-garden, potatoe-merchant, Feb. 7 at half-past 11, Court of Bankruptcy, fin. div.—*Warwick Weston*, Gracechurch-st., merchant, Jan. 28 at 1, Court of Bankruptcy, div. *John Davies* and *Frederick Dickerson*, Plymouth, Devonshire, merchants, March 3 at 11, Royal Hotel, Plymouth, aud. ac.; at 12, div.—*Jas. Beddingfield*, Stowmarket, Suffolk, surgeon, Feb. 26 at 12, Crown and Anchor Inn, Ipswich, aud. ac. and div.—*T. Cheetham*, sen., Stockport, Cheshire, surgeon, Feb. 8 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, aud. ac. and div.—*G. Brocklehurst*, *H. Dircks*, and *J. B. Nelson*, Liverpool, millwrights, Feb. 4 at 1, Clarendon-rooms, Liverpool, div.—*J. Tollitt*, Liverpool, bookseller, Feb. 5 at 12, Clarendon-rooms, Liverpool, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Feb. 4.*

*Sarah Rackett*, Bell-yard, Carey-st., locksmith.—*Charles Stevenson*, Sheffield, upholsterer.—*John Smith*, Deptford-bridge, Kent, hatter.—*Rowland Mitchell*, Lime-st., merchant.—*J. Saunders* and *Thos. H. Saunders*, Basinghall-st., and Bradford, Wiltshire, woollen manufacturers.—*James Garry*, Manchester, brass founder.—*Saml. Schofield*, Oldham, and Heywood, Lancashire, grocer.—*C. A. Harris*, Bushey, Hertfordshire, and Great Grimby, Lincolnshire, flax-spinner.—*I. Smith*, *Chas. Smith*, and *Amos Smith*, Heywood, Lancashire, cotton spinners.—*Richard Morris*, Gloucester, coach-maker.—*Thos. Bennett* and *Peter Fish*, Fleetwood, Thornton, Lan-

cashmere, joiners.—*R. Harris*, High Holborn, woollen-dresser.—*Aaron Mills*, Ashton-under-Lyne, and *Wm. G. Seed*, Manchester, cotton-manufacturers.—*W. Pilling*, Droyliden, Lancashire, manufacturer of cotton goods.—*Wm. Jones*, Tregaron, Cardiganshire, butter dealer.

#### PARTNERSHIPS DISSOLVED.

*Cyril Williams* and *Thos. Ellis*, Pwllheli, Carnarvonshire, attorneys, solicitors, and conveyancers.—*Saml. R. Gilbert* and *Thos. Bishop*, Craven-st., Strand, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*David Smith*, jun., Airdrie, ironmonger.—*Robt. Campbell*, Dunfermline, iron founder.—*Wm* and *Jas. Arbuckle*, Ayr, scabers.—*Jas. Lindsay*, Glasgow, victualler.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Feb. 4 at 9.

*Rich. Evans*, Talbot Inn-yard, High-st., Southwark, veterinary surgeon.—*Wm. R. Topley*, sen., Gravesend, out of business.—*Hannah Whitley*, Upper St. Martin's-lane, dress-maker.—*John Collins*, Arundel-st., Strand, licensed victualler.—*John Regan*, Cheyne-row, Chelsea, wine agent.—*Edward Ingram*, King David-lane, Shadwell, toll collector.—*A. Dis. Long-lane*, Bermondsey, assistant to a builder.—*John Embry*, Crown-st., Soho, carman.—*Jas. Bowker*, sen., Broadway, Ladgate-hill, shoemaker.—*James Russell*, White Lion-st., Fostonville, out of business.—*Jacob Sanders*, Rotherhithe-st., Rotherhithe, pork butcher.—*Benj. Shaw*, Bermondsey-st., cheesemonger's shopman.—*Arthur Pulling*, Kennington-st., Walworth, vinegar merchant.—*James Thomson*, Phillip's-st., Kingland-road, dealer in yeast.—*James F. Guinan*, Dorset-st., Clapham-road, print cutter.

Feb. 7, at the same hour and place.

*James Butler*, Young-st., Kensington, attorney at law.—*Stephen Jewell*, Fleet-lane, out of business.—*T. Burchett*, Northbrook, near Wonerah, Surrey, leather dresser.—*Rich. Thos. Bayly*, Haydon-st., Minories, broker.—*John Neeves*, Poplar-row, New Kent-road, carpenter.—*Jas. R. Stringer*, Church-row, Whitechapel, warehouseman.—*C. B. Chapman*, Maine, Tooley-st., green-grocer.—*John Brown*, Whitecross-st., paper stainer.—*Henry C. Bull*, White Hart-st., Drury-lane, green-grocer.—*James Robinson*, Great Russell-st., Covent-garden, Italian-warehouseman.—*Wm. Coe*, jun., Savoy-st., Strand, out of business.—*W. Hubbard*, High-st., Shore-ditch, out of business.—*Richard Pryce*, Strand, shell fish-monger.—*Thos. Callaghan*, Lisson-st., Paddington, licensed retailer of beer.

Court-house, SHEFFIELD, Feb. 7 at 10.

*Thomas Hague*, Sheffield, pocket knife blade forger.—*Geo. Wragg*, Sheffield, table blade grinder.—*G. Greaves*, Sheffield, attorney at law.—*Thomas Naylor*, Sheffield, table blade forger.—*George Hall*, Sheffield, joiners' tool forger.—*Eben. Birks*, jun., Sheffield, merchant.—*John Judge*, Sheffield, table knife manufacturer.—*Alex. Wragg*, Sheffield, table knife grinder.—*Benjamin Barber*, Sheffield, table knife grinder.—*R. Furness*, Stanington, victualler.—*Josh. Thorp*, Sheffield, type founder.—*Elisha Montague Charles*, Sheffield, printer.—*Hen. Kitson*, Sheffield, file cutter.—*Fred. Kershaw Stoad*, Sheffield, coach builder.—*George Chatterton*, Sheffield, file cutter.—*Thomas Wragg*, Sheffield, stone getter.—*Henry Rutherford*, Sheffield, table blade grinder.—*Joseph Rutherford*, Sheffield, table knife grinder.—*Thomas Lindley*, Sheffield, victualler.—*S. Thorpe*, sen., Sheffield, edge tool hardener.—*Thomas Woodhouse*, Sheffield, table knife hafter.—*James Wallace*, Sheffield, table blade grinder.—*John Warden*, Sheffield, table blade forger.—*John Hibbert*, Sheffield, slater.—*Mich. Sifton Mawson*, Sheffield, butcher.—*Charles Trickett*, Sheffield, razor grinder.—*Joseph Broadhead*, Sheffield, fork grinder.—*Thomas Hall*, Sheffield, edge tool striker.—*Joseph Andrew*, Sheffield, farmer.—*Jonathan Badger*, Sheffield, tailor.—*William Smith*, Sheffield, tailor.—*George Greaves*, Ecclesfield, file maker.—*Edw. Binney*, Sheffield, auctioneer.—*John Cooper*, Sheffield-park, razor smith.—*Elizabeth Quinton*, widow, Sheffield, out of business.—*James Chadwick*, Sheffield, pen blade grinder.—*Jas. Clayton*, Attercliffe, near Sheffield, coal lender.—*Mat. Hague*, Wadale, Ecclesfield, collier.—*John Pearson*, Sheffield, file smith.—*George Marples*, Sheffield, joiners' tool maker.—*H. Owen*, Sheffield, shear grinder.—*Samuel Mawhood*, Sheffield, spring knife grinder.—*Nicholas Rodgers*, Sheffield, table blade grinder.—*George Foulston*, Sheffield, stone mason.—*William*

*Marsh*, Sheffield, spring knife cutter.—*Alice Naylor*, Sheffield, out of business.—*William Mercer*, Sheffield, pen knife cutter.—*William Dewarap*, Sheffield, pen blade grinder.—*John Tattershall*, Sheffield, stove grate fitter.—*John Birch*, Nether Hallam, Sheffield.—*Robt. Didsbury*, Sheffield, out of business.—*Samuel Howson*, Rush-dale, Sheffield, wood turner.—*Thos. Holmes*, Sheffield, edge tool striker.—*George Wild*, Sheffield, edge tool striker.—*Joel Rose*, Wadley, near Sheffield, pocket knife cutter.—*Joseph Ryalls*, Sheffield, scissors grinder.—*H. Howlden*, Sheffield, metal smith.—*Henry Cooke*, Ecclesfield, coal miner.—*John Crabtree Pickering*, Neepsend, out of business.—*Robert Denholm*, Sheffield, tailor.—*Sam. Fox*, Sheffield, table knife and blade grinder.—*William Birks*, Sheffield, brace bit maker.—*William Bradshaw*, sen., Sheffield, spring knife cutter.—*John Vickers Blacey*, sen., Sheffield, Britannia metal smith.—*Elizabeth Woodcock*, widow, Sheffield.—*Hen. Biggin*, sen., Sheffield, pen knife cutter.—*Fred. Lockwood*, Sheffield, cabinet maker.—*William Burton*, Sheffield, shoe maker.—*Joshua Perkinson*, Sheffield, publican.—*J. Froggatt*, Sheffield, table knife hafter.—*William Couldwell*, sen., Sheffield, labourer.—*John Moss*, Sheffield, pen blade forger.

It is believed that Silk Gowns will shortly be conferred on the following Gentlemen:—Messrs. Teed, Purvis, Koe, Kenyon Parker, Wilbraham, Walker, Lowndes, Mathews, Loftus Wigram, James Russell, O. Anderdon, and Roupel.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—Herman Dirs Mertens, of Margate; Thomas Burgh Dalby, of Ashby de la Zouch, Leicestershire; James Sollory, of Nottingham; and Christopher John Geldard, of Settle, Yorkshire.

CRIMINAL JUSTICE IN PRUSSIA.—There has just been published at Berlin a statistical account of the criminal justice for the last 23 years, in the whole of the kingdom of Prussia, under the German system of legislation—that is, with the exception only of the Rhenish provinces, in which the French code is still in force. From this work it appears, that, during the period mentioned, there have been 312 criminals condemned to death, viz. 234 men and 78 women, making on an average about 13 capital sentences per annum, or 4 in every 3,000,000 inhabitants, the population of this part of Prussia being reckoned at 10,000,000. Of the 312 capital convicts, 145 only were executed, of whom 130 were men and 15 women. Among the 78 women condemned to death, 33 were for infanticide, all of whom were fully pardoned or their sentences commuted.

CHANCERY ACCOUNTS.—Some idea of the magnitude and importance of the operations of the court of Chancery may be formed from the following detail:—According to a statement just completed, it appears that the balance of cash and securities placed to the credit of the various accounts in Chancery amounts to the extraordinary sum of 42,000,000*l.* and upwards. At present the actual number of these accounts is about 12,000; but Parliament has recently determined that all the accounts belonging to the court of Exchequer (amounting to 1,600 or thereabouts) shall be added to them, thus forming an aggregate of 13,600. For facilitating the business incidental to this great mass of accounts' such as the payment of the quarterly dividends, &c., the officers have hitherto been divided into three departments, (arranged according to the letters of the plaintiffs' names), but we believe it is now determined to subdivide these departments into four. Great exertions are being made to carry this into effect; and the new arrangement will, no doubt, contribute much to the expedition of business and the convenience of the suitors, so soon as the labour of closing and bringing forward into new books such a vast number of accounts (for the purpose of subdivision) shall be completed. The offices in Chancery-lane are undergoing material alterations in order to afford accommodation for the carrying on this great increase of business.

**LAW.—A MARRIED GENTLEMAN**, 28 years of age, who served under Articles in Town and Country, and has been in practice about four years, is desirous of entering into PARTNERSHIP with a Gentleman of respectable and well established Business in Town, who is in need of assistance, and would consider relief from the active and laborious portion of his professional duties, a partial equivalent for the share of business parted with. The most unexceptionable references can be given. Address, E. C., Jurist Office, Chancery Lane.

**LAW.—WANTED, A CLERK**, competent to undertake the MANAGEMENT of a GENERAL BUSINESS. A gentleman who has served his Articles will not be objected to. No person need apply unless he can give satisfactory references as to integrity, sobriety, and industry. Address, with terms, &c., W. H., Mr. Cavell's, 7, Gray's Inn-place.

**LAW.—A GENTLEMAN**, recently admitted, is desirous of purchasing a SHARE in the BUSINESS of a RESPECTABLE ATTORNEY, or, till that can be effected, would not object to enter an Office to assist in the General Business, especially the Conveyancing Department; in the latter case, such a Salary only would be required as may be found equivalent to his services. Unexceptionable references will be given. Address, Z. L., No. 2, St. George's-Square, Cheltenham.

This day is published, price 8s.,

**THE DOCTRINE and PRACTICE of EQUITY**, or a Concise Outline of Proceedings in the High Court of Chancery, designed principally for the Use of Students. By G. GOLDSMITH, A. M., of the Middle Temple, Barrister at Law. SECOND EDITION, according to the last New Orders of 26th August, 1841.

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LONDON, JANUARY 22, 1842.

So many Statutes have been passed upon the subject of Bankruptcy since the Consolidating Act of 6 Geo. 4, c. 16; and so many glosses and further provisions have been supplied to those enactments by the Courts, that this branch of commercial law has become nearly as perplexed as it was in 1825. The subject of protection to parties dealing with traders has, in particular, received several touches at the hands of the Legislature and the Bench, and is now in such a state, that many of our readers will probably not object to a brief notice of the most important points.

We will, in the first place, state the enactments. By the 6 Geo. 4, c. 16, s. 88, *bonâ fide* purchasers for value from a bankrupt, with notice of an act of bankruptcy, are protected, unless the fiat issues within a year. By the 81st section, conveyances by, and contracts and other dealings and transactions by and with, any bankrupt, *bonâ fide* made and entered into more than two months before the issuing of the commission, and all executions and attachments against the lands or goods of the bankrupt, *bonâ fide* executed or levied more than two months before the issuing of the commission, were declared valid, notwithstanding a prior act of bankruptcy, if the party so dealing, &c., had no notice of any act of bankruptcy. By the 82nd section, any *bonâ fide* payment made by or to a bankrupt, without notice of an act of bankruptcy, is made valid against a subsequent fiat, unless it be a fraudulent preference; and the 84th section, in like manner, protects parties delivering goods of the bankrupt without notice. Lastly, by sect. 108, it is enacted, that no creditor having security for his debt, or having attached the goods of the bankrupt, shall receive more than a ratable part of such debt, except in respect of any execution or ex-

tent served and levied by seizure upon, or any mortgage of, or lien upon, any part of the property of such bankrupt, before the bankruptcy; provided, that no creditor, though for a valuable consideration, shall avail himself of an execution upon any judgment obtained by default, confession, or *nil dicit*.

It was held, that an execution on final judgment by default, was within the last cited proviso, as were all executions, except on judgment after verdict, trial by the record, or on demurrer. (*Cuming v. Heale*, 4 M. & P. 238). Upon this, it was enacted, (1 Will. 4, c. 7, s. 7), that no judgment signed, or execution issued on a cognovit signed, after declaration filed or delivered, or judgment by default, confession, or *nil dicit*, according to the practice of the Court, in any action commenced adversely and not by collusion for the purpose of fraudulent preference, should be within the 108th section of the Bankrupt Act. This enactment left judgments on warrants of attorney unprotected. (*Crossfield v. Stanley*, 1 Nev. & M. 668).

The 12th section of Sir E. Sugden's Act (2 & 3 Vict. c. 11) gave validity to all conveyances by any bankrupt, *bonâ fide* made and executed before the date and issuing of the fiat, to persons without notice of any prior act of bankruptcy; but this particular provision was superseded by the general and important enactment in the 29th chapter of the same session, which, after reciting the 82nd section of the Bankrupt Act, and the 12th section of Sir E. Sugden's Act, enacts, "that all contracts, dealings, and transactions by and with any bankrupt really and *bonâ fide* made and entered into before the date and issuing of the fiat against him, and all executions and attachments against the lands and tenements, or goods and chattels of such bankrupt, *bonâ fide* executed or levied before the date and issuing of the fiat, shall be deemed to be valid, notwithstanding any prior act of bankruptcy by such bankrupt committed, provided the person or persons so dealing with such bankrupt, or at whose suit, or on whose account,

\* See *Hall v. Wallace*, (7 Mee. & W. 353; 5 Jur. 198).

† The time of delivering out the fiat as an operative instrument is "the date and issuing" of the fiat; i. e., *primâ facie*, the time of delivering it out of the bankrupt office. *Pewtrese v. Anson*, (9 D. P. C. 828).

such execution or attachment shall have issued, had not, at the time of such contract, dealing, or transaction, or at the time of executing or levying such execution or attachment, notice of any prior act of bankruptcy by him committed; provided also, that nothing herein contained shall be deemed or taken to give validity to any payment made by any bankrupt, being a fraudulent preference of any creditor or creditors of such bankrupt, or to any execution founded on a judgment on a warrant of attorney or cognovit given by any bankrupt by way of such fraudulent preference."

The 82nd section of the Bankrupt Act, protecting payments without notice, was clearly retrospective; (*Terrington v. Hargreaves*, 3 Moo. & P. 137); and, in the case of *Luckin v. Simpson*, (4 Jur. 487, 8 Scott, 676), it was laid down, and in effect decided, that the 2 & 3 Vict. c. 29, is retrospective, and gives the law to all cases that come for adjudication before the court, although the transaction took place before the passing of the act. There the levy was made on the 16th February, 1839; the fiat issued, and the assignees were appointed on the 23rd; and the act received the royal assent on the 16th July, an issue to try the validity of the fiat then standing for trial. (See *Nelstrop v. Scarsbrick*, 6 Mee. & W. 684). However, this decision has been overruled; and it is now settled, (with the concurrence of the Judges of the Common Pleas), that, where the assignees have been appointed before the 16th July, 1839, their vested title is not divested by the act. (*Edmonds v. Lawley*, 6 Mee. & W. 285; *Moore v. Phillips*, 7 Mee. & W. 536). But, in cases where the passing of the act intervened between the issuing of the fiat and the appointment of the assignees, it seems that the transaction would be protected. (*Id.*; *Nelstrop v. Scarsbrick*).

The most important question, however, is, to what extent must an execution proceed before the fiat, to be protected? Although, for the purpose of changing the property of the goods, and overreaching the title of a creditor under a prior writ, or the prerogative title of the Crown, seizure is not sufficient, but the goods must be actually sold; yet, for the purpose of the 81st section of the Bankrupt Act, seizure is a sufficient levying of the execution. (*Giles v. Grover*, 2 M. & Scott, 207, 241; *Godson v. Sanctuary*, 1 Nev. & M. 52. See *Thomas v. Desanges*, 2 B. & Ald. 586; *Samuel v. Dick*, 3 Mee. & W. 622). But as the ownership is not changed until sale, the creditor is, after seizure and until sale, a creditor holding security within the 108th section; and, if not protected by the 81st section, (or now by the 2 & 3 Vict. c. 29), cannot avail himself of his security. (*Nolley v. Buck*, 8 B. & C. 160; 2 M. & Ry. 68; *Morland v. Pellatt*, 8 B. & C. 722; 3 M. & Ry. 411). After sale, (though before the return day of the fi. fa.), the 108th section does not apply, even where the judgment was entered up on a warrant of attorney, &c.; for the party suing out execution then ceases to be a creditor. (*Wymer v. Kemble*, 6 B. & C. 479; 9 D. & R. 511; *Higgins v. M'Adam*, 3 Y. & J. 1).

Neither the 81st nor the 108th section of the Bankrupt Act is repealed by, or even referred to in, the recent act; but with the exception of the concluding proviso against fraudulent preference, the new enactment is the same as the 81st section of the old act, the date of the fiat only being substituted for two months before such date; and as executions under judgments on warrants of attorney, levied by seizure two months before the fiat, were held to be protected by the 81st section from the 108th, *Godson v. Sanctuary*, 1 Nev. & M. 52; 4 B. & Adol. 255, it should seem that they would now be protected by the new act, wherever the fiat issues after the seizure, though before sale. The court of Common Pleas has, however, decided, that executions on judgments not obtained on actions commenced adversely, must be perfected by sale before the fiat, (and, it should seem, also before the bankruptcy), to be

protected by the new act. (*Whitmore v. Robertson*, 8 Mee. & W. 463; 5 Jur. 1088). The ground on which this somewhat unexpected decision was founded is simply this, that, as the act gives validity to executions levied before the fiat, "notwithstanding any prior act of bankruptcy," it merely places them in the same situation as if no act of bankruptcy had occurred; and thus affords a complete protection in case of executions on adverse judgments, which could only have been invalidated by prior acts of bankruptcy. But, as to executions under warrants of attorney, the 108th section defeated them, (unless perfected by sale before bankruptcy), although there were no prior act of bankruptcy; and, therefore, the putting them in the same situation as if there had been no act of bankruptcy, does not exclude the operation of that section. And this reasoning appears to be unanswerable, for the sole object of the enactment was, undoubtedly, to put an end to the relation of the assignees' title to the act of bankruptcy, and not at all to affect any other part of the bankrupt law. But the important result of the decision is, that the case of *Godson v. Sanctuary* (cited supra) is overruled; and executions under warrants of attorney are taken, not only out of the new act, but also out of the 81st section of the Bankrupt Act; and judgment creditors are liable to be defeated by an act of bankruptcy intervening between seizure and sale, although the fiat may not issue until after the expiration of two months from the seizure. In *Whitmore v. Robertson* the fiat had issued before sale, but the principle of the decision obviously applies where the fiat precedes the fiat, if it follow the act of bankruptcy.

The practical effect of the recent decision will be, to increase the number of adverse actions, and to quicken the proceedings of execution creditors.

#### COPYHOLD COMMUTATIONS AND ENFRANCHISEMENTS, UNDER THE 4 & 5 VICT. c. 35.

The commutations of manorial rights which the statute embraces, are either, (1) such as, originating in the voluntary agreement of a majority of the persons interested, are compulsory on the minority; or (2) such as are voluntary on the part of all the persons whose interests are immediately affected. For the sake of distinction, therefore, the former kind of commutation may be denominated a *compulsory* commutation, and the latter, a *voluntary* commutation.

Either of these kinds of commutation, a *compulsory* commutation, as well as a *voluntary* commutation, may extend over a whole manor, or only over part of a manor. For, by the 102nd section of the act, the commissioners, with the consent of the lord of the manor, have the power of dividing a manor into portions for the purpose of a commutation, either voluntary or compulsory. And if all the tenants of a manor can agree with the lord and among themselves upon the terms of commutation, they may effect a voluntary commutation in the same manner as the act enables one or more of the tenants to effect a partial commutation with respect to their own lands; and, in such a case, it will not be necessary for them to have recourse to the more expensive and cumbersome machinery of a compulsory commutation.

Since the mode of proceeding directed by the act differs according as the commutation is compulsory or voluntary, but not necessarily according as it is general or partial, the subject appears to divide itself most conveniently into the consideration of those provisions of the act that relate to compulsory commutations, and those that relate to voluntary commutations.

The commissioners, indeed, in the instructions prefixed to the forms issued by them, distinguish these two kinds of commutations by the names of "manorial



commutations" and "partial commutations:" but for the reasons given above, the denominations we have adopted seem the best suited to the division of the subject-matter of the act, and the most conducive to a right understanding of the nature of its provisions.

### I. COMPULSORY COMMUTATIONS.—1. *Proceedings.*

If all the tenants of a manor, (or of a portion of a manor, when divided by the commissioners\*), cannot agree with the lord and among themselves upon the terms of a voluntary commutation, the following method of proceeding is authorized by the act for the purpose of effecting a commutation that shall be compulsory on all the parties interested.

**Manorial Meeting.**—A meeting of the lord and tenants may be called by a notice signed either by the lord, having an interest not less than one-fourth of the annual value of the manor, or by ten of the tenants; or, if there be not so many, by half the tenants of the manor: such notice to be published and advertised as directed by the 13th section. At the meeting a chairman is to be elected by the lord and tenants, (the vote of the lord being reckoned as equal to one-third of the whole number of votes, and the votes of the tenants being reckoned individually), and the chairman is to proceed to ascertain the number and interest of the lord and tenants present, computing the interests of the tenants in the manner provided by the 17th section; and if the interest of the lord who is present appears to amount to three-fourths of the value of the manor, and the tenants present are not less than three-fourths of the whole in number and interest, they may proceed to enter into and execute an agreement for commutation. If it should appear that the persons present are not sufficient in number and interest, or a sufficient portion are not willing to enter into an agreement, any number of the persons may, nevertheless, execute a provisional agreement, which, if executed within six months by a sufficient proportion of parties, will be equally effectual as if sufficiently executed at the meeting. (Sect. 16). The meeting may be adjourned by the desire of the majority of the persons present, due notice of the adjourned meeting being given according to sect. 18.

**The Agreement.**—The agreement is to be in such form as the commissioners shall direct; and they have already issued a form for the purpose. It is to bear date on the day on which the first signature is attached to it, (sect. 19), which must be done at the original meeting, or a regularly adjourned meeting.

**Parties to the Agreement.**—It must be signed by the parties already mentioned, as required for its validity, viz. not less than three-fourths in number of the tenants, and the lord and tenants whose interests in the manor and lands amount to not less than three-fourths of their respective value, (sect. 13); computing the interests of the tenants in the manner directed by sect. 17, which provides, that the interest of no person shall be computed who has not been admitted, or who has made an absolute surrender of his copyhold; and enables the commissioners, in certain cases, to make special rules for the computation of interests: and in case of dispute as to the sufficiency of interest of parties, the decision of the commissioners is to be conclusive. (Sect. 14).

In the case of an ecclesiastical or other corporation, or the patron of a living, being interested in the manor or any of the lands to the extent of one-third of their annual value, the consent of such parties will be necessary to the validity of the agreement. (Sect. 22).

If any party interested be under a disability, or abroad, the 11th section substitutes the guardian, trustee, committee of the estate, husband, or attorney, in the place of such person, for the purposes of the act. And sect. 12 enables the lord or any of the tenants of

the manor to appoint, by power of attorney, an agent to attend the meetings, and enter into and sign the agreement, and do all other acts for them under the provisions of the act.

**Terms of the Agreement.**—The agreement will express whether the commutation is to be for a rent-charge, and small fine not exceeding 5s., or for a fine on death or alienation, or at some fixed period. If the former is agreed to be the consideration of the commutation, the agreement may either fix the amount of the entire rent-charge payable to the lord, or provide that its amount shall be fixed by the valuers, subject to the approbation of the commissioners; and if the amount be stated, it may either determine the apportionment for each tenant, or provide that the apportionment shall be made by the valuers, with the like approbation; or separate rent-charges may be agreed upon between the lord and any one or more tenants, parties to the agreement; or the agreement may provide, that the entire rent-charge therein stated shall be subject to increase or diminution by the valuers to a specified amount per cent., or that such separate rent-charges shall be subject to increase or diminution to a given amount per cent. in certain specified events. The agreement may also provide, that so much of the rent-charge apportioned in respect of the lands of any tenant, who is a party to the agreement, as shall be in lieu of fines, &c., to which such tenant would not be liable thereafter during his tenancy, shall not commence till the time of the next act or event on which such fine &c. would have become due. (Sect. 14).

If the commutation is for a fine on death or alienation, or at some fixed period, the agreement is either to fix the amount of the fine, or provide that it shall be subject to increase or diminution by the valuers to a specified amount per cent. If the fine is to be payable at a fixed period, the agreement will specify that period. (Sect. 15).

The commutation will extend to rents, reliefs, and services, (except service at the lord's court), and also to fines, heriots, and payments in lieu of heriots, and the lord's rights in timber, without any express mention of them in the agreement. But, if it is also intended to commute the lord's rights in mines, they must be expressly included in the agreement. (Sect. 13). If the lord's rights in mines are reserved to him, rights of way for mining purposes may be granted to the lord, by a statement to that effect in the agreement. (Sect. 84). Any other right cannot be made the subject of a compulsory commutation. (Sect. 82).

The agreement may likewise fix a scale of fees to be payable to the steward after the commutation, but so as not to affect the interests of any steward now in office, who holds his office for life or during good behaviour, or according to the usage has, in the opinion of the commissioners, a just expectation of so holding it. (Sect. 14).

The agreement may also provide for the costs of the proceedings, subject to the approbation of the commissioners; and may contain all other provisions necessary for carrying the commutation into effect, so that they do not interfere with the powers given by the act (sect. 28) for apportioning the rent-charge according to the particular circumstances of each tenement, and for the relief of tenants for life, and other persons having limited interests. (Sect. 14).

**Confirmation of the Agreement.**—As soon as the agreement has been executed by the requisite parties, it is to be sent to the commissioners, who are to institute an inquiry for the purpose of satisfying themselves that it ought to be confirmed; and if they are satisfied that it ought to be confirmed, the commissioners are to confirm the agreement by signing and sealing it, adding the date of the confirmation, and are to publish the fact and date of the confirmation within the manor. (Sect. 23).

Until the agreement is thus confirmed it is in no wise

\* The word "manor," whenever used hereafter, is to be understood as extending to such a portion of a manor.



binding. The commissioners are consequently invested with a veto on every agreement. It will, therefore, be advisable for the parties to communicate unreservedly with the commissioners, for the purpose of insuring their concurrence, before much expense is incurred in the preliminary proceedings.

After the agreement is thus confirmed, it will be binding, not merely on the parties who have signed it, but on all persons interested in the manor and lands included in the commutation, nor will be liable to be invalidated by any question as to the sufficiency of the number or interest of the parties. (Sect. 23).

*Appointment of Valuers.*—The statute (sect. 24) directs the appointment of valuers, who are to make the valuations, apportionments, and schedules required for carrying the agreement into effect. The valuers may be appointed at the original meeting, or at some adjourned meeting, either before or after the confirmation of the agreement; but the appointment will not be valid, unless the agreement has been or shall be executed by the sufficient parties. If the amount of the rent-charge is fixed by the agreement, the valuers are to be appointed by the tenants in the mode prescribed by the 24th section. But if the amount of the rent-charge is subject to increase or diminution by the valuers, or be left to be determined by them, they are to be appointed, half of them by the lord, and the other half by the tenants. It is observed by Mr. White, in his useful edition of the act, that "there does not appear to be any special provision for appointing valuers, in cases where the consideration for the commutation is a fine alone, under the 15th section; nor do any duties seem to be assigned to them in this respect, except as to the determination of the amount of increase or diminution of the fine, when left to them. But, as the commissioners are required to set out the amount of such fines in their schedule of apportionment, the costs of necessary proceedings for carrying out the provisions of the 15th clause would either be matter of separate agreement between the parties and the valuers, or remain for adjustment by the commissioners, under the 44th clause."

When an even number of valuers are appointed, the commissioners may appoint an umpire between them. (Sect. 25). And if, after six months from the confirmation of the agreement, no valuers shall have been appointed, or their valuations, &c., shall not have been made, or in case of the death or incapacity of a valuer appointed, the commissioners are empowered to appoint valuers. (Sect. 38).

*Powers and Duties of Valuers.*—The valuers cannot act till they have made and subscribed the declaration prescribed by the 26th section. And after the confirmation of the agreement, but before they enter upon the performance of their duties, they are to apply to the commissioners for instructions. (Sect. 25). When they have received their instructions, they are to proceed to make such valuations, &c., as the commissioners shall require, for which purpose the valuers are empowered, on producing an authority from the commissioners or an assistant commissioner, to enter into and inspect any of the lands included in the commutation; and to require the steward of the manor to furnish a statement in writing, in the form directed by the commissioners, of the particulars relative to the manor, described in sect. 27.

*Valuations and Apportionments.*—After these preliminary investigations, the valuers are to proceed to determine the increase or diminution, within the prescribed limit, of the rent-charge or fine, or to fix the amount of the rent-charge, where, by the terms of the agreement, those matters are left to their determination; and then to apportion the rent-charge amongst the several tenants, where the apportionment is not made by the agreement itself; and in so doing, the valuers are to take into consideration, and make due al-

lowances for the particular circumstances of the land included in the commutation, and of the several tenements, so far as they may, consistently with the terms of the agreement and the instructions of the commissioners. (Sect. 28).

The valuers are also to state the amount of the fine, not exceeding 5s., to be payable in respect of each tenement; and, if so instructed by the commissioners, they are to make an apportionment of the costs of the proceedings, subject to the approbation of the commissioners. (Sect. 28).

The valuers are to send their valuations, &c., when completed, to the commissioners, who are to cause a copy of them to be deposited in the hands of the steward, and notice to be given of their being so deposited, for the inspection, without fee, of the persons interested; and in the same notice, a place and time, not earlier than twenty-one days after, is to be appointed for holding a meeting for hearing and determining objections to the valuation. (Sect. 29).

Notices of objection, by the lord are to be given to the commissioners, at their office, and by any other party, to the steward, at the place of deposit; but, unless upon cause shewn to the satisfaction of the commissioners, they must be given at least ten days before the day of meeting. Forms of such notices will be supplied by the commissioners, through the steward, who is to annex the notices to the copies of the valuations, and make a note of the objection on the copy to which it relates, and allow inspection of such notices. (S. 29).

Before the meeting, the steward is to deliver the copies and notices to the commissioners, or the assistant commissioner deputed to hold the meeting, who is, at such meeting, authorized to hear and determine the objections, and adjourn the hearing, if necessary, and direct further valuations, &c., to be made. (Sect. 29).

When the objections have been heard and determined, the schedules are to be amended accordingly; and, at any time before the final settlement of the apportionment, the commissioners are empowered to make such amendments in the schedules as shall be rendered necessary by events that have happened, or the lapse of time in the interval. (Sect. 29).

The commissioners are empowered to hear and determine suits and differences respecting manorial rights, (except rights to mines), twenty days' notice of the intention so to proceed being given to the parties interested, and on whom their decision shall be binding, (sect. 39), subject to an appeal to a court of law by feigned issue, or on a case stated, in any case where the yearly value in question exceeds 20l. (Sect. 40). The commissioners are also clothed with ample powers for requiring the attendance of witnesses, examining them on oath, and calling for the production of papers and other documents. (Sect. 43).

*Schedule of Apportionment.*—After the valuations and apportionments of the valuers have undergone this examination and correction, the commissioners are to proceed to frame from them their own "schedule of apportionment." (Sect. 31). In this document, which forms the final adjustment of the commutation, are required to be inserted the following particulars:—

1. The name, description, and quantity of the lands included in the commutation.
2. The names and description of the proprietors.
3. The names and descriptions of the occupiers.
4. The amount of the rent-charges apportioned on the several lands, and the periods when they are payable, and the nominal fine reserved in respect of each tenement; or the amount of the fine on death or alienation, where that is the form of the consideration for the commutation.
5. The person to whom, and under what title, the payments are to be made.
6. Other orders and directions for carrying the com-

mutation into effect, which will include directions for deferring the commencement of the rent-charges, or for their increase or diminution in certain events set forth in the schedule. (Sect. 37).

As soon as the schedule of apportionment is made, a copy of it is to be deposited with the steward in a place in or near the manor, when it will remain for inspection by parties interested, for such a length of time as the commissioners shall direct. During this time notices of errors in the schedule may be sent to the steward; and, at the end of the time, he is to return it to the commissioners, together with such notices as he shall have received, and a statement of any errors he may have discovered. The commissioners are then to inquire into the alleged errors and rectify them, if necessary. (Sect. 32).

Before the commissioners proceed to ratify a commutation, and in any stage of the proceedings between the signing of the agreement and the final confirmation of the schedule of apportionment, the commissioners may require notice to be given to persons interested in remainder, reversion, and expectancy, and hear and determine objections to the terms of the commutation on the part of such persons. (Sect. 34).

The schedule, being now considered complete, is to be engrossed, and the commissioners are to annex to it any documents or maps requisite for its elucidation. They will then confirm the schedule of apportionment, by signing and sealing it, and adding the date of the confirmation. (Sect. 32).

The commutation is thus brought to a conclusion. But even after the confirmation, the commissioners have still the power of correcting any manifest error in it, with the consent of all parties whose interests are affected. (Sect. 35).

Two copies of the confirmed schedule of apportionment and documents annexed, are to be made under the seal of the commissioners; and one copy deposited and kept with the court rolls of the manor, and the other in the hands of the clerk of the peace: and notification of their being so deposited is to be given by advertisement, or otherwise, as the commissioners shall direct. (S. 35).

The repeated inquiries and deliberate investigation for which the preceding process so well provides, is calculated to insure, that no party, whose interests may be affected, shall be taken by surprise, or be deprived of the opportunity of canvassing the terms of the commutation; that due regard shall be paid to existing rights and expectant interests, and that the peculiar circumstances of each individual case be carefully and attentively considered. But it may be possible, in many cases, even where the commutation extends over a whole manor, to save much of the expense, time, and trouble required to complete this mode of commutation. If, indeed, not more than three-fourths of the tenants in number and value can agree upon the terms of the commutation, the course of proceeding originating in a manorial meeting, and passing through the steps above described, affords the only means of accomplishing the business. But, if all the tenants of a manor are unanimous, the transaction will then assume the form of a voluntary commutation, which requires no previous meeting to give it validity. And, as suggested by the commissioners in their instructions, if, in such a case, all the tenants, having settled with the lord the entire consideration to be given to him, can arrange among themselves, or can trust a valuer to fix for them, the portions to be contributed by each, they may embody the distribution of the gross sum in a schedule of apportionment that may be annexed to and form part of their agreement; and it will be unnecessary to go through all the processes of investigation provided for apportionments, in the case of manorial (or compulsory) commutations. B.

(To be continued).

## London Gazette.

TUESDAY, JANUARY 18.

### BANKRUPTS.

**GEORGE BISHOP**, St. Mary Axe, merchant, ship and insurance broker, Feb. 1 and March 1 at 12, Court of Bankruptcy: Off. ass. Turquand; Sols. Swain & Co., Frederick's-place, Old Jewry.—Fiat dated Jan. 15.

**JOHN BURNIE**, Tokenhouse-yard, merchant, Feb. 4 at 2 and March 1 at 11, Court of Bankruptcy: Off. ass. Edwards; Sols. Watson & Co., Tokenhouse-yard.—Fiat dated Jan. 3.

**CHARLES GARRARD ENGLISH**, York-place, Vauxhall-bridge-road, hotel keeper, Feb. 1 at 1 and March 1 at 11, Court of Bankruptcy: Off. ass. Graham; Sol. Wathen, 47, Bedford-square.—Fiat dated Jan. 13.

**BENJAMIN BRADSHAW** and **GEORGE RICHARDSON**, Wortley-lane, near Leeds, canvass manufacturers and merchants, Jan. 25 and March 1 at 2, Commissioners'-rooms, Leeds: Sols. Knapper & Woodbright, Liverpool; Payne & Co., Leeds; Armstrong, Staple-inn.—Fiat dated Jan. 18.

**ROBERT CLOUGH** and **BARTHOLOMEW MAZIERE GALAN**, Poulton-cum-Seacombe, Chester, alkali manufacturers, Feb. 1 and March 1 at 1, Clarendon-rooms, Liverpool: Sol. Davenport & Co., Liverpool; Chester & Toulmin, 11, Staple-inn.—Fiat dated Jan. 5.

**FRANCIS WILLIAM HARTLEY**, Halifax, chymist and druggist, Jan. 28 at 12 and March 1 at 2, White Lion Inn, Halifax: Sols. Hitchin & Lonsdale, Halifax; Jaques & Co., 8, Ely-place, Holborn.—Fiat dated Dec. 20.

**THOMAS BUCKLE**, Barnard Castle, Durham, draper and mercer, Jan. 27 and March 1 at 11, Waterloo Inn, Barnard Castle: Sols. Jackson & Hewitson, Kirby Stephen; Barnes, Barnard Castle.—Fiat dated Jan. 8.

**THOMAS GIDDEN**, Farringdon, Berkshire, licensed victualler, Jan. 31 and March 1 at 11, Bell Inn, Swindon, Wilts: Sol. Branscomb, 1, Wine-office-court, Fleet-street.—Fiat dated Jan. 12.

**ROBERT PARISH BUSK**, Hunslet, Leeds, machine maker, Feb. 4 at 10 and March 1 at 12, Commissioners'-rooms, Leeds: Sols. Blackburn, Leeds; Walker, Furnival's-inn.—Fiat dated Jan. 10.

**JOHN EDMUND HALL** and **HENRY TOONE**, Nottingham, lace manufacturers, Jan. 27 and March 1 at 12, George the Fourth Inn, Nottingham: Sols. W. & S. Parsons, Nottingham; Yallop, 8, Furnival's-inn.—Fiat dated Jan. 4.

**HENRY SUNDERLAND** and **GEORGE WRIGGE**, Huddersfield, and Staniland, Halifax, Yorkshire, dealers in cotton warps, Feb. 4 at 12 and March 1 at 10, White Swan Inn, Huddersfield: Sols. Barker & England, Huddersfield; Lever, 10, King's-road, Bedford-row.—Fiat dated Jan. 13.

**GEORGE CHADWICK**, Heywood, Lancashire, publican, Feb. 7 and March 1 at 2, Commissioners'-rooms, Manchester: Sols. Upton, Manchester; Hill & Mathews, Bury-st., St. Mary Axe.—Fiat dated Jan. 6.

**JONAS HENRY ROBBERDS**, Norwich, and **STARLING DAY**, Southtown, Little Yarmouth, Suffolk, and Taverham, Norfolk, paper makers, Feb. 1 and March 1 at 11, Foster & Co.'s, Norwich: Sols. Foster & Co., Norwich; Sharpe & Co., 41, Bedford-row.—Fiat dated Jan. 13.

### MEETINGS.

*Jas. Hayward* and *R. H. Moore*, Paternoster-row, book-sellers, Feb. 9 at 12, Court of Bankruptcy, pr. d. sep. est. *J. Hayward*.—*J. Senior*, Liverpool, iron merchant, Jan. 29 at 1, Clarendon-rooms, Liverpool, pr. d.—*M. H. L. G. Cognigni*, Cockspur-st., Pall-mall, print-seller, Feb. 1 at half-past 12, Court of Bankruptcy, ch. ass.—*J. G. Shackles*, Kingston-upon-Hull, linen draper, Feb. 23 at 11, George Inn, Kingston-upon-Hull, ch. ass.—*J. Wright*, Macclesfield, Cheshire, bookseller, Feb. 10 at 11, Commissioners'-rooms, Manchester, sp. affairs.—*David Hanney*, Cavendish-sq., banker, Jan. 31 at 11, Court of Bankruptcy, last ex.—*A. Lawrier* and *Jos. Lock*, Wood-st., importers of foreign goods, Feb. 1 at 2, Court of Bankruptcy, last ex.—*Wm. Reynolds*, Brightmet, Lancashire, cotton spinner, Feb. 18 at 11, Swan Inn, Bolton-le-Moors, last ex.—*Theophilus Gamavf*, Fetter-lane, wholesale furrier, Feb. 10 at 12, Court of Bankruptcy, aud. ac.—*Ebenezer Bayly*, Exeter, Devonshire, straw bonnet dealer, Feb. 10 at 1, Court of Bankruptcy, aud. ac.—*Robt. Swans-*

*borough*, Grimsby, Lincolnshire, and *Henry Oake*, Ringwood, Southampton, warehousemen, Feb. 8 at 2, Court of Bankruptcy, aud. ac. sep. est. *R. Swansborough*.—*Robt. Chiloe*, Ipswich, Suffolk, upholsterer, Feb. 9 at 11, Court of Bankruptcy, aud. ac.—*John Peirce*, Bedford, tailor, Feb. 9 at 11, Court of Bankruptcy, aud. ac.—*Joseph White*, East Cowes, Isle of Wight, Southampton, ship builder, Feb. 10 at 12, Fountain Hotel, West Cowes, aud. ac.—*Robt. Hodgson*, Leeds, Yorkshire, merchant, Feb. 10 at 11, Commissioners'-rooms, Leeds, aud. ac.—*T. Snowdon*, North Shields, Northumberland, grocer, Feb. 10 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—*Chris. Pope*, Gloucester, near Bristol, copper manufacturer, Feb. 10 at 12, Commercial-rooms, Bristol, aud. ac.; Feb. 11 at 12, div.—*Edm. P. Sardinson*, *John Weston*, and *Rich. Murch*, Wood-st., warehousemen, Feb. 10 at half-past 11, Court of Bankruptcy, fin. div. joint and sep. est.—*Jas. Tatham*, Castle-st., City-road, Finsbury, rectifying distiller, Feb. 10 at half-past 12, Court of Bankruptcy, fin. div.—*Wm. Walker* and *John Walker*, St. John's-sq., Clerkenwell, and Manchester, manufacturers of apparatus for heating buildings, Feb. 8 at 12, Court of Bankruptcy, div. sep. est. *Wm. Walker*.—*R. Buckell*, Newport, Isle of Wight, merchant, Feb. 9 at 12, Bugle Inn, Newport, aud. ac.; at 1, div.—*John Ramshay*, Bradford, Yorkshire, grocer, Feb. 22 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 3, div.—*Wm. Buckland*, Light, Bremilham, Wiltshire, tanner, Feb. 9 at 12, Angel Inn, Chippenham, aud. ac.; at 1, div.—*Thos. Worinton*, Burbage, Leicestershire, hosier, Feb. 10 at 12, Castle of Leicester, Leicester, aud. ac.; at 1, div.—*Jas. Irving* and *Thos. Bamber*, Preston, Lancashire, wine merchants, Feb. 9 at 11, Town-hall, Preston, aud. ac.; at 12, div.—*Thomas Brazendale*, Preston, Lancashire, coach builder, Feb. 9 at 11, Town-hall, Preston, aud. ac.; at 12, div.—*Jos. Jephing*, Newcastle-upon-Tyne, linen draper, Feb. 10 at 1, Bankrupt Commissioners'-rooms, Newcastle-upon-Tyne, aud. ac.; at 2, fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Feb. 8.*  
*Robt. Thos. Latham*, Andover, Southampton, surgeon.—*Wm. Pennington*, Marple, Cheshire, grocer.—*Thos. Parker*, Tooley-st., Southwark, victualler.—*W. Horatio Potter*, Garlick-hill, wholesale druggist.

#### SCOTCH SEQUESTRATIONS.

*Alex. Gibson*, Glasgow, tavern keeper.—*Alex. Johnston*, Glasgow, straw hat manufacturer.—*Andrew Lamont*, Sanquhar, Dumfriesshire, spirit dealer.—*Daniel Sharp*, Greenock, merchant.

#### INSOLVENT DEBTORS.

*Saturday, January 15, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Rebecca Ann Nichols*, Lewisham, Kent, baker, No. 52,185 T.; *Ed. Lambert*, assignee.—*J. Musgrove*, Stanwix, near Carlisle, Cumberland, labourer, No. 57,513 C.; *Hugh Patrickson*, assignee.—*James Young*, Poole, carpenter, No. 58,094 C.; *Charles West*, assignee.—*J. Tweedell*, Stockton-upon-Tees, Durham, attorney at law, No. 56,757 C.; *Robert Cairns Nesbitt* and *Christopher Bramwell*, assignees.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Feb. 8 at 9.*

*Richard Carpenter*, Paddington-green, Paddington, foreman to an omnibus-master.—*John C. Savory*, Brewer-street, Somers'-town, baker.—*Ed. Hen. Tomlin*, Chelsea-market, Lower Sloane-street, labourer.—*Danl. Burnell*, Houndsditch, baker.—*J. Chas. North*, Bankside, Southwark, paviour.—*J. Cannon*, Love-lane, Eastcheap, fishmonger.—*Wm. Walton*, Sable-street, New North-road, Islington, out of business.—*T. Geo. Cox*, Old Brentford, shoemaker.—*Henry J. Prockter*, Great Smith-st., Westminster, surgical instrument maker.—*Wm. W. Groves*, Cambridge-street, Golden-square, hat-maker.—*Wm. G. Liddaman*, High-street, Kensington, shopman to a pawnbroker.—*William Edmeades*, Walbrook, pianoforte manufacturer.—*Matthew Chopping*, Upper-street, Islington, fancy stationer.—*Jas. J. Haynes*, Twickenham, omnibus coachman.—*Hen. Webb*, Plaxtol, near Sevenoaks, grocers' assistant.

*Feb. 10, at the same hour and place.*

*Henry Brayne*, Manor-street, Clapham-road, out of business.—*Elias Hermanus Smalkalden*, Chiswell-st., Finsbury-

sq., diamond commission-agent.—*Frederick Soaper*, Lisson-grove, pastry-cook.—*Wm. Dodd*, Rupert-street, Haymarket, saddler.—*Jas. Kenny*, Red Lion, White Horse-alley, Cow Cross-street, West Smithfield, licensed victualler.—*J. Skill*, Shoemaker-row, Doctors'-commons, tripe-dealer.—*James Smart*, Diamond-row, Southampton-row, Camberwell, merchant's clerk.—*Jas. Scott*, Little Distaff-lane, Doctors'-commons, manufacturing chymist.—*J. Gathercole*, Catherine-st., Strand, and Portpool-lane, Gray's Inn-lane, compositor.—*W. G. Tily*, Earl-st., Westminster, baker.—*Thos. Foster*, Chiswell-street, carpenter.—*Chas. Walling*, Dorset-street, Manchester-square, out of business.—*George Lampert*, Cornwall-place, Holloway, butcher.—*Wm. Cole*, Paddington-street, St. Marylebone, baker.

*Court-house, WAKEFIELD, Yorkshire, Feb. 9 at 10.*

*Thomas Lobley*, Cinder-hill, Mosley, near Leeds, wheelwright.—*Thos. Thornton*, Eccleshall, near Bradford, wooll-sorter.—*Jas. Lister*, Halifax, carrier.—*Wm. Hartley*, Bowling, near Bradford, loom moulder.—*James Briggs*, Bradford, innkeeper.—*Geo. Firth*, Birstall, near Leeds, shoemaker.—*Wm. Smith*, Halifax, upholsterer.—*Abram Bradbury*, Halifax, tailor.—*Wm. Briggs*, Barkclough, near Halifax, blacksmith.—*John Smith*, Warley, near Halifax, wool dealer.—*A. Ingham*, Upper Stoodley, Langfield, near Halifax, out of business.—*Wm. Smith*, Halifax, grocer.—*Jos. Wright*, Thorne's-lane, near Wakefield, joiner.—*Gemaiel Sutcliffe*, Halifax, out of business.

*Feb. 10, at the same hour and place.*

*James Footitt*, Sheffield, attorney at law.—*John Robinson*, Leeds, out of business.—*Wm. Murgatroyd*, Wibsey, near Bradford, out of business.—*J. Brown*, Boroughbridge, cabinet-maker.—*Jas. Hall*, Manningham, out of business.—*Josh. Sugden*, Kirkburton, near Huddersfield, salesman.—*Francis Calvert*, Dewsbury, out of business.—*Wm. Ward*, Masbro', near Rotherham, out of business.—*Elizabeth Howarth*, widow, Flockton, out of business.—*Wm. Jackson*, Ilkley, near Otley, labourer.—*Joseph Yelland*, jun., Dalton Magna, Rotherham, cordwainer.—*Thomas Greenwood*, Leeds, out of business.—*Wright Whitwam*, Golcar, near Huddersfield, weaver.—*Jas. Cockcroft*, Manningham, near Bradford, dealer in butter.—*J. Rawnsley*, Bradford, stone-mason.—*Martin Firth*, Manningham, stone-mason.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Edmund Stone*, Warmley, Gloucestershire, victualler, Jan. 19, Pellin's, Bristol: 1s. 0½d. in the pound.—*Henry Clough*, Bradford, Yorkshire, carrier, Jan. 25, Horsfall & Harrison's, Leeds: 10d. in the pound.—*Jas. Hamilton*, chief mate in the East India Company's Service, Jan. 19, Chapman's, Queen-street, Cheapside: 6s. in the pound.

**FRIDAY, JANUARY 21.**

#### DECLARATIONS OF INSOLVENCY.

**WILLIAM HENRY WELLS**, Goldsworthy-place, Rotherhithe, Surrey, builder and bricklayer.

**EDWARD MALLAN**, Gt. Russell-st., Bloomsbury, dentist.

#### BANKRUPTS.

**JOHN MAIDLOW**, Fetter-lane, builder, Jan. 28 and March 4 at half-past 11, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Rhodes & Co., 63, Chancery-lane.—Fiat dated Jan. 20.

**JOSEPH SCOTT** and **HENRY COKER**, Wood-st., Cheap-side, woollen warehousemen, Feb. 4 at 1, and March 4 at 12, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Turner & Hensman, Basing-lane, Cheap-side.—Fiat dated Jan. 5.

**CHARLES SAMUEL EVANS**, Cornhill, and **Hammer-smith**, master mariner and merchant, Jan. 28 at 11, and March 4 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sols. Lawrance & Blenkarne, 32, Bucklersbury.—Fiat dated Jan. 19.

**CHARLES DOD** and **HENRY BENT**, Riches-st., Lime-st., ship brokers, Jan. 26 at 2, and March 4 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Toune, William-st., Belgrave-sq.—Fiat dated Dec. 21, 1841.

**WILLIAM YOUNG**, Mildford-nursery, near Godalming, Surrey, nurseryman and seedsman, Feb. 2 at 1, and March 4 at 12, Court of Bankruptcy: Off. Ass. Lackington; Sols. Bolton & Merriman, Austin-friars.—Fiat dated Jan. 18.

**MARK FOTHERGILL** and **MICHAEL FOTHERGILL**, Upper Thames-st., drysalers, Feb. 5 at half-past 1, and March 4 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sol. Cattlin, 39, Ely-place.—Fiat dated Jan. 20,

**RICHARD NURSEY**, Whitehall-place, Kentish-town, tallow-chandler, Jan. 29 at 2, and March 4 at 11, Court of Bankruptcy: *Off. Asa. Groom*; *Sol. Starling, Leicester-sq.*—*Fiat dated Jan. 11.*

**JOSEPH SMITH NEEDHAM**, Ullesthorpe, Leicestershire, banker, brewer, coal and timber merchant, Feb. 11 and March 4 at 12, Castle of Leicester, Leicester: *Sols. Kem-Jarvis, Hinckley*; *Graham, 17, Ironmonger-lane.*—*Fiat dated Jan. 18.*

**PETER LEICESTER**, Longdight, near Manchester, slate merchant, Jan. 21 and March 4 at 1, Clarendon-rooms, Liverpool: *Sols. Fletcher & Hull, Liverpool*; *Cotterill, Throgmorton-st.*—*Fiat dated Jan. 12.*

**GEORGE OGDEN BROWN**, Sheffield, timber merchant, Feb. 2 at 12, and March 4 at 2, Town-hall, Sheffield: *Sols. Smith & Hinde, Sheffield*; *Atkinson & Pilgrim, Church-st., Leedsbury.*—*Fiat dated Jan. 17.*

**CHARLES SANDERSON**, Sheffield, file and fork-manufacturer, Feb. 4 and March 4 at 12, Town-hall, Sheffield: *Sols. Vickers & Jarvis, Sheffield*; *Rodgers, 37, King-st., Covent-garden.*—*Fiat dated Dec. 28, 1841.*

#### MEETINGS.

*Thos. W. Chapman and J. Parker, Grove, Southwark, fax spinners, Feb. 4 at half-past 11, Court of Bankruptcy, pr. d.*—*John Croft, Handford, near Wilsalaw, Cheshire, victualler, Feb. 10 at 3, Commissioners'-rooms, Manchester, ch. ass.*—*Thos. Bodinham, Leadenhall-st., tallow-merchant, Jan. 25 at 1, Court of Bankruptcy, last ex.*—*A. Wise, Ford-house, Wollborough, Nicholas Baker, Newton Bushel, Higwick, and W. S. Binstall, Tootness, Devonshire, bankers, Feb. 14 at 12, Clarence Hotel, Exeter, last ex.*—*Thos. Peters, Cambridge, tailor, Feb. 11 at 11, Red Lion Inn, Cambridge, last ex.*—*Samuel Ames, Road, Somersetshire, clothier, Feb. 8 at 10, George Inn, Fosse Selwood, last ex.*—*Thos. Durbey, Richard Lee, and Jas. Lee, Portsmouth, bankers, March 2 at 1, George Inn, Portsmouth, last ex.*; April 16 at 1, and ac.; at 3, div. —*M. Lamour, Cutler-st., Houndsditch, glass-merchant, Jan. 31 at 11, Waterloo-rooms, Birmingham, pr. d.*—*Thos. Bates, Cuxham, Kimfare, Staffordshire, timber dealer, Jan. 25 at 1, Black Horse Inn, Kidderminster, last ex.*—*E. S. G. Munkhouse and M. A. Gorman, City of London, merchants, Feb. 3 at half-past 11, Court of Bankruptcy, aud. ac.*—*John Hall and Saml. Vincent, St. Mary-axe, wholesale tea and coffee dealers, Feb. 15 at 11, Court of Bankruptcy, aud. ac. and div.*—*Thos. Morris and Rich. Nicholson, Barton-upon-Humber, Lincolnshire, bankers, Feb. 14 at 11, Court of Bankruptcy, std. ac. joint est.*; at 12, and ac. sep. est. *Thos. Morris*; at 1, and ac. sep. est. *Richard Nicholson.*—*Edward Bernard Holland, Manchester, and Atherton, near Leigh, Lancashire, power-loom-manufacturer of calicoes, Feb. 24 at 11, Commissioners'-rooms, Manchester, aud. ac.*; at 12, div. —*J. Baker, Woodlands, Blagdon, Somersetshire, scrivener, Feb. 11 at 12, and ac.*; Feb. 15 at 12, div. —*James Taylor, Manchester, brush-maker, Feb. 14 at 10, Commissioners'-rooms, Manchester, aud. ac.*—*J. Green and Wm. Green, Wetherby, Yorkshire, timber-merchants, Feb. 15 at 11, Guildhall, York, aud. ac.*—*Robt. Phelps, Tewkesbury, Gloucestershire, scrivener, Feb. 14 at 12, Swan Inn, Tewkesbury, aud. ac.*—*Thos. Bell Carruthers, Dowgate-hill, wholesale cheesemonger, Feb. 11 at half-past 11, Court of Bankruptcy, fin. div.*—*Hannibal Sandys, Wm. Sandys, and Hannibal Sandys, jun., Crane-court, Fleet-street, scriveners, Feb. 11 at 12, Court of Bankruptcy, div. sup. est. Hannibal Sandys.*—*John Ellacott, Colchester, Gloucestershire, shoe-manufacturer, Feb. 14 at 1, Royal Hotel, Cheltenham, aud. ac.*; at 10, first and fin. div. —*Wm. Beestall, Nottingham, draper, Feb. 14 at 11, George the Fourth Inn, Nottingham, aud. ac.*; at 1, div. —*Jas. Webb Pitcher, Crabble, River, Kent, miller, March 30 at 12, Shakespeare Hotel, Dover, aud. ac. and div.*—*Charles Goss and Bernard Spaul, Colchester, Essex, merchants, Feb. 11 at 11, Three Cups Hotel, Colchester, aud. ac.*; at 12, div. —*Jas. Jackson, Romsey Extra, Southampton, slate-merchant, Feb. 15 at 12, White Horse Inn, Romsey Infra, aud. ac.*; at 1, div. —*John Shaw, Dobcross, within Saddleworth, Yorkshire, woollen manufacturer, Feb. 11 at 4, Commissioners'-rooms, Manchester, aud. ac.*; at 3, div. —*Edmond Seddon, Shuttleworth, Bury, Lancashire, and Manchester, cotton-spinner, Feb. 14 at 10, Commissioners'-rooms, Manchester, pr. d.*; at 11, aud. ac. and div. —*Geo. Barrett, Clouder House, Bealesfield, Yorkshire, cattle-dealer, Feb. 14, Town-hall, Sheffield, aud. ac.*; at 1, first and fin. div. —*Wm.*

*Hale, Bath, scrivener, Feb. 14 at 11, Castle and Ball Hotel, Bath, fin. div.*

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Feb. 11.*

*John Fisher, Fundsbury, Kent, miller.*—*William Newell, jun., Manchester, grocer.*—*Jas. Hugh Lowndes, Manchester, wine and porter merchant.*—*John George Rowley, Hatton-garden, Holborn, bookbinder.*—*Wm. Jones and Jos. Brown, Windle, Liverpool, wine-merchants.*—*Henry Thomas G. Kerr, John Henry Baughan, and Thos. Turpie Haines, Suffolk-st., Pall-mall East, army-agents.*—*Thos. Reeves, Whit-tanes, Claines, Worcester, coach-builder.*—*James Palmer, Whitecross-st., carpenter.*—*Lloyd Richard Beale, Marshal-st., Golden-sq., St. James, Westminster, packer and presser.*

#### SCOTCH SEQUESTERATIONS.

*Jas. Gardner, Glasgow, perfumer.*—*J. Colquhoun, Airdrie, spirit-dealer.*—*J. and J. Fisher, Springbank, Neilston, bleach-ers.*—*Alex. Reid and Co., Glasgow, wool-merchants.*—*Joseph Hunter, Leith, sail-maker.*—*H. Macfarlane, Paisley, shawl-manufacturer.*—*Jas. Suter, jun., Inverness, wine-merchant.*—*John Findlay, deceased, Bridge of Weir, Renfrewshire, cotton-spinner.*

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Feb. 11 at 9.*

*John Layfield, Oxford-st., out of business.*—*Jean Baptiste Charles Pome, Old Bond-st., assistant to a milliner.*—*James Augustine Greenland, Royal-place, Greenwich, out of business.*—*Ed. B. Templeton, Great Russell-street, Bloomsbury, gentleman.*—*Richd. Nursey, Whitehall-place, Kentish-town, tallow-chandler.*—*Wm. Daniel Lovell, Myddelton-st., Clerk-enwell, gold beater.*—*Wm. Lee, Old Fish-st., Doctors'-commons, smith.*—*Thos. Taylor, Golden Cross Tap Public-house, Charing-cross, out of business.*—*John Jackson, Goswell-street, furrier.*—*Thomas Renardson, Manor-place, Walworth, merchant's-clerk.*—*Martha Allen, widow, Upper Mitcham, out of business.*—*John Petchey, Whitechapel-road, green-grocer.*—*John Cooper, Union-street, Southwark, licensed victualler.*—*Thos. Sartain, jun., Holt, near Melksham, Wiltshire, and Skinner-street, London, agent for the sale of sheep.*—*Charles Coulton, Union-st., Borough, and Morris's-place, Southwark-bridge-road, Surrey, auctioneer.*

#### Adjourned.

*Francis Hill, Molineux-street, Bryanstone-sq., gentleman.*

*Feb. 14, at the same hour and place.*

*Isaac Fisher, Surrey-pl., Old Kent-rd., veterinary surgeon.*—*Hen. Leopold Cavalier, Bartlett's-buildings, Holborn, glass dealer.*—*James Lewis Becker, Vine-cottage, York-buildings, Charlton-st., Somers'-town, steal plate worker.*—*J. Garniss, Foley-st., Fitzroy-sq., tailor.*—*Robert Savory, sen., Princes-square, Ratcliffe-highway, out of business.*—*James Tabor, Gt. St. Andrew-street, Seven-dials, coach smith.*—*Edward Webb Hardy, Maize-hill-cottages, attorney at law.*—*The Reverend Lionel Buller, Mitcham, clerk.*—*Henry Geo. Schorae, Little George-street, Bermondsey, tarpauling maker.*—*J. Walker, King-street, Camden-town, journeyman baker.*—*Ed. Rowed, Devonshire-street, fishmonger.*—*John Laskey, Princes-street, Rotherhithe, tailor.*

*Court-house, WAKEFIELD, Yorkshire, Feb. 11 at 10.*

*James Grimshaw, High Town, near Leeds, innkeeper.*—*John Arthington, Leeds, out of business.*—*Richard Bragg, Morley, near Leeds, shopkeeper.*—*John Haste, Hunstret, near Leeds, out of business.*—*John Rhodes, Adwalton, near Leeds, medical student.*—*T. Cludray, Vicar's-croft, Leeds, eating-housekeeper.*—*John Best, Camp-field, near Leeds, striker in a foundry.*—*Robert Bussey, Leeds, plasterer.*—*Geo. Marwood, Potter Newton, near Leeds, stone dealer.*—*A. Bateson, Horsforth, near Leeds, plumber.*—*William Butterworth, Mosley, near Leeds, cloth manufacturer.*—*John Clegg, jun., Batley, near Dewsbury, dealer in woollen rags.*—*Thos. Myers, Darley, near Ripley, labourer.*—*John Crapper, Rotherham, tailor.*—*George Pollard, Carlinghow, near Dewsbury, blanket manufacturer.*—*Stephen England, Cullingworth, near Bradford, journeyman wheelwright.*—*John Metcalf, Halifax, hay dealer.*

*Feb. 12, at the same hour and place.*

*George Earnshaw, Upperthrong, Holmürth, near Huddersfield, blacksmith.*—*Charles Hampshire, Dewsbury, rag dealer.*—*John Showsmith, Ilkley, near Otley, Leeds, shoemaker.*—*John Robinson, Howorth, near Bradford, tea dealer.*—*Wm. Wilcock, Thornhill, near Dewsbury, beer seller.*—*J. Wood,*

Hightown, near Leeds, shopkeeper.—*Thos. Wood, jun.*, Saddleworth, Huddersfield, merchant.—*Thomas Scott*, Selby, sail maker.—*Benjamin Mead*, Manningham, near Bradford, out of business.—*John Blakeley*, Batley, near Dewsbury, clothier.—*John Mosley*, Wakefield, confectioner.—*Edm. Hardy*, Kirkburton, near Huddersfield, innkeeper.—*Rob. Lockwood*, Kimberworth, wheelwright.—*Hen. Walker*, Halifax, stone mason.—*Charles Ridall*, Sheffield, commission agent.—*E. Bradley*, Huddersfield, out of business.

Feb. 14, at the same hour and place.

*George Lucas*, Leeds, hair dresser.—*George White*, Leeds, grocer.—*Jonas Ward*, Windhill, near Sale, butcher.—*John Parr*, Batley, near Dewsbury, weaver.—*William Powell*, Wetherby, farmer.—*Samuel Swaine*, Shipley, near Bradford, waste dealer.—*John Parker*, Leeds, tea dealer.—*Sam. Hopkinson*, Sheepridge, near Huddersfield, out of business.—*Benj. Hirst*, Huddersfield, out of business.—*Mark Yeardley*, Potterhill, carter.—*William Cockell*, Wakefield, grocer.—*Henry Green*, Bradford, watch maker.—*John Hindle*, Thornton, near Bradford, stuff manufacturer.—*Samuel Lewis*, Golcar, near Huddersfield, woollen manufacturer.—*Thos. Donnelly*, Sheffield, beer seller.—*Joseph Mitchell*, Selby, cooper.

Court-house, READING, Berkshire, Feb. 14 at 10.

*James Fisher*, Abingdon, sacking manufacturer.—*Robert Reeve Smyth*, Farringdon, attorney's clerk.—*Thomas Mace*, Reading, gun maker.—*Nath. Treasure*, Reading, shoemaker.—*James Clifton*, Military Barracks-street, near Windsor, victualler.—*Thomas Quarm*, Cavalry Barracks, Spittal, Clewer, near Windsor, victualler.—*J. Abdale*, Newbury, hair dresser.—*Sam. Moffatt Preece*, Cookham, undertaker.—*J. Walters*, Reading, brewer.—*Francis Wale*, Reading, watch maker.

INSOLVENT DEBTORS' DIVIDENDS.

*Edward Brasier*, captain in the Royal Navy, deceased, Sole's, Devonport: 8 $\frac{1}{2}$ d. in the pound.—*Thos. Selley*, Cheltenham, grocer, Jan. 26, Billings': Cheltenham: 7d. in the pound.—*Thomas Lethbridge*, South Zeal, Devonshire, husbandman, Jan. 26, Ponsford's, Okehampton: 2s. 4d. in the pound.

MEETING.

*Jeremiah Board*, Worle, Somersetshire, farmer, Feb. 16 at 3, Court-house, Portugal-street, pr. d.

It is understood that Mr. Cresswell will succeed to Mr. Justice Bosanquet's place on the bench.

On Tuesday last, Mr. Wilbraham, Mr. Matthews, Mr. Koe, Mr. Teed, and Mr. Lowndes, were called within the bar; and on Wednesday Mr. Purvis, Mr. Walker, Mr. Kenyon Parker, and Mr. James Russell received the same honour.

The Court of Queen's Bench will, on Tuesday, the 1st of February, and four following days, sit for the disposal of the Special and New Trial Papers, and for giving Judgment.

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# The Jurist

No. 264.

JAN. 29, 1842.

With Supplement, 2s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Court of Review .....	F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.

LONDON, JANUARY 29, 1842.

It is well known to be now a settled doctrine, that, as between incumbrancers or purchasers of an equitable interest in personalty, priority belongs to that one who first gives notice to the person in whom the legal title is vested; thus, if A., being entitled as cestui que trust to a life interest in a personal fund, mortgages or sells his interest to B., who gives no notice to the trustees, and afterwards mortgages or sells it to C., without notice of B.'s charge, and C. does give notice to the trustees, C. will have priority over B. (*Dearle v. Hall*, 3 Russ. 1; *Loveridge v. Cooper*, 3 Russ. 30, and several later decisions).

But in *Jones v. Jones*, (8 Sim. 683), it was decided, that the doctrine in *Dearle v. Hall* has no application to the case of several mortgagees of real estate; and that, if there be a mortgage of real estate to A., then a second to B., who gives no notice of his mortgage to A., and a third to C., who does give notice of his mortgage to A., C. shall not be preferred to the second mortgagee\*.

We have understood, that this decision has been doubted by some eminent conveyancers; and that opposite opinions on the point have been given. It is said, that the principle of the decisions is as applicable to cases of realty as of personalty; that, as between merely equitable incumbrancers, he who obtains the nearest approach to a claim on the legal estate—he who takes the most pains to prevent a fraud being practised on subsequent incumbrancers, has a better equity than one prior in point of time, who has not taken any such precautions; and that there is no distinction between the title to land and the title to personalty, which has the effect of destroying the application of this equitable doctrine to realty.

\* In *Jones v. Jones*, as the facts are stated, the mortgagor had an equitable estate only in part of the premises, and had the legal estate in respect of other part. Whether this circumstance affects the decision, may deserve consideration.

We believe, *Jones v. Jones* is the first and only case in which the point in question has been directly determined. But it appears to us, that the distinction taken in it is not only in accordance with the earlier indirect authorities and dicta, (*Beckett v. Cordley*, 1 Bro. C. C. 353; *Ex parte Cawthorne*, 1 Gl. & J. 240; *Martinez v. Cooper*, 2 Russ. 214), which lay down as a general proposition, that, as between equitable incumbrancers on real estate, priority in point of time alone gives priority in equity, and that, to rebut that equity, there must be something like fraud;—but that it is warranted by the very cases which are supposed to be in hostility to it.

It is to be observed, that the decisions in *Dearle v. Hall*, and *Loveridge v. Cooper*, do not affect to proceed on the ground of an equity in the subsequent incumbrancer, arising out of his prevention of fraud upon subsequent purchasers, but on the ground of his having done more to perfect his title. "The plaintiffs say," says Sir J. Leach in *Dearle v. Hall*, "that they were not bound to give notice to the trustees; for that, notice does not form part of the necessary conveyance of an equitable interest. I admit, that, if you mean to rely on the contract with the individual, you do not need to give notice: from the moment of the contract he, with whom you are dealing, is personally bound; but, if you mean to go farther, and to make your right attach upon the thing which is the subject of the contract, it is necessary to give notice; and, unless notice is given, you do not do that which is essential in all cases of transfer of personal property."—And citing a case of *Ryall v. Rowley*, (1 Ves. sen. 348), in which the Judges held, that, in the case of a chose in action, you must do every thing towards having possession that the subject admits, his Honor went on to lay down, that, as regards an equitable interest in personalty, notice is necessary to perfect the title—to give a complete right in rem, and not merely a right as against him who conveys his interest.

And in *Loveridge v. Cooper*, on appeal before Lord Lyndhurst, C., the observation of his Lordship was, that, "in cases like the present, (that is, cases of equitable interests in personalty), the act of giving the trustee notice is, in a certain degree, taking possession of



the fund: it is going as far towards equitable ownership as it is possible to go; for, after notice given, the trustee of the fund becomes a trustee for the assignee, who gives him notice."

The principle, then, of these decisions, proceeds on the ground, that, as possession in respect of personality determines the apparent ownership, and as notice to the legal owner is the nearest, and indeed, only approximation which the equitable incumbrancer can make towards possession, such notice shall have the effect of giving him a quasi possession. And it goes no farther than this, that notice to the legal owner is a necessary act in the purchaser of the equitable interest, where such notice has the effect of adding something to his title.

But if these cases are to be applied to mortgages of real estate, the question is, what is the effect of notice on the title? Is giving notice doing every thing towards obtaining the legal title that the subject admits? Has it, in fact, any effect whatever upon the title? That it has none, is decided, as it appears to us, by the case of *Peacock v. Burt*, (13 Law Journ. 35), referred to by his Honor the Vice-Chancellor in *Jones v. Jones*. There, the second mortgagee of real estate had given notice of his mortgage to the first mortgagee; and the third (without notice) paid off the first, and took a conveyance of the legal estate from him; and the Master of the Rolls held, that the third mortgagee should have priority over the second. In other words, that the notice given by the second was valueless. That his Honor treated the notice in that light, appears from what fell from him in his judgment. "It is clear, in fact," said his Honor, "that, to give a third mortgagee, who has obtained the legal estate, a priority over the second, nothing further is necessary than to have advanced his money without notice of the second mortgage; and this priority may be obtained, even during the pendency of a suit; for the equities of the two parties being equal, this court refuses to interfere; not because one has a better, but because they have equal rights:" an expression clearly inconsistent with the supposition that notice had any effect on the title; for, if it had, then the two mortgagees would not have had equal rights.

There is another point of view in which the question may be considered, to shew that in the case of mortgage of real estate, notice has no effect upon the title; and that is, that it will not prevent the first mortgagee, not only from being at liberty, but from being bound to re-convey and return the title deeds to the mortgagor; for it has been decided, that, if there be first and second mortgagees, and the second has given notice of his incumbrance to the first, yet, if the mortgagor tenders payment to the first mortgagee, he can demand the delivery of the title deeds. *Dixon v. Wigram*, (2 C. & J. 813). That case was an application under the 7 Geo. 2, c. 20, for stay of proceedings by a first mortgagee, and to compel re-conveyance and delivery of the title deeds, on the mortgagor bringing the mortgage money and interest into court. And for the mortgagee, one of the grounds of opposition was, that he had received notice from a second mortgagee of his incumbrance; but the court held, that the first mortgagee must re-convey and deliver up the title deeds, as the second would be in no danger, because several modes might be adopted for his protection against a subsequent incumbrancer. This case proves that the notice does not give to the second mortgagee any claim or right whatever over the legal estate. In other words, it leaves his title exactly as it was before; whereas, in the cases referred to upon equitable estates in personality, the very essence of the decision is, that the notice converts the trustee of the fund into a trustee for the assignee who gives him notice; and it seems to follow, that it would be a breach of trust in the trustee to hand over the fund to the mortgagor, unless with the acquiescence or direction of the mortgagee giving notice.

## ON SPECIAL CONDITIONS OF SALE.

TO THE EDITOR OF THE JURIST.

Sir,—So far as my information enables me to judge, I should have thought that it had been agreed alike by conveyancing counsel, and by the higher class of solicitors, that Conditions of Sale, restrictive of the ordinary rights of purchasers, have, of late years, been carried to an unreasonable and mischievous extent. I was, therefore, surprised by the tone of the remarks in *THE JURIST*, of the 15th instant, upon a late resolution of the Committee of the Birmingham Law Society. Those resolutions may not state the case very happily, or base the opposition of the committee upon good grounds, but they point plainly enough at an existing evil, and have a tendency to abate it; and, at all events, may be made a text for useful comment. Since a good title, sufficiently proved, does not require the aid of special conditions, it would seem to be sufficiently obvious, that every restrictive condition is, pro tanto, the admission of a defect, and, therefore, objectionable on the part of the vendor as well as of the purchaser; yet it is notoriously now common for solicitors (more particularly in the country) to offer all property, indiscriminately, for sale by auction, under conditions extremely prejudicial to a purchaser, and, in numerous cases, not called for by the circumstances of the titles; and surely they do not then do the utmost that can honestly be done for the interest of their clients. Such conditions daily injure opposite parties: first, the vendors, by repelling trustees, and such persons as are cautious enough to consult their professional advisers before purchasing at an auction; and next, the numerous purchasers, who reasonably assuming that they are to have a sufficient title, make their purchases upon a fair estimate of value, without deduction for extraordinary expenses to which they may be subjected, or for the risk of a bad title. In the most favourable case, the vendor and purchaser do not stand upon even ground, when special conditions are resorted to; for the vendor knows exactly the way in which they will operate, while the purchaser is necessarily ignorant of this; and, if conscious of his risk, must insure against it by a reduction in the price which he would otherwise give. Not only honesty, but a vendor's interest, therefore, requires that a purchaser should be pretty distinctly apprised of the risk which he must bear, and of the extraordinary expense which he may be put to; in other words, special conditions, to be really beneficial, should be always framed with reference to the particular title in question, and should inform the purchaser of its general state. Thus qualified, such conditions afford all the protection that can fairly be desired by a vendor, and will really benefit him; while they cease to be objectionable on the part of the purchaser. And conditions thus framed would probably meet the views of the Birmingham Committee, who, I would fain hope, were not actuated by merely selfish motives in framing their resolution.

The objection to unnecessary Conditions of Sale is increased by the existing doubt, whether their adoption by trustees for sale, (including of course mortgagees, with a power of sale), is not such a breach of trust as renders a contract for sale under them void in equity. And it may not be useless to your country readers to add, (what you are, doubtless, aware of), that several of the most distinguished conveyancing counsel act upon this doubt, so far as to reject at once titles submitted to them by purchasers under such contracts. I am, &c.

A CONVEYANCER OF FIFTEEN YEARS' STANDING.

London, 19th January, 1842.

Our correspondent has discussed this question as it ought to be discussed, with reference to the interests and convenience of vendors and purchasers, and not with

reference to whether the business of lawyers would be greater or less by the adoption of a different practice. We do not, however, alter our opinion as to the expediency of leaving the class of buyers and sellers of estates to manage their own affairs according to their own discretion, just like any other class of buyers and sellers. There can be no doubt, as our correspondent suggests, that every restrictive condition of sale is an admission of a defect *pro tanto*; that is, of either a defect of title, or a difficulty in procuring evidence on particular points. Nor can there be much doubt, that the result is to diminish to some extent the price that the buyer gives. The compact between the buyer and seller is, in effect, this: that the seller finds it convenient not to be called upon to establish by proof every point of title, which, in the absence of special compact, the purchaser would be entitled to call for; and the purchaser, as our correspondent observes, insures against his "risk" by giving less money. Where is the evil of such a compact? and what is it, in effect, but an agreement between parties, in dealing together, to submit to the evil of, respectively, waiving some advantages, for the purpose of avoiding that which, in their calculation, would be a greater evil, viz. a suit for specific performance. Whether such a calculation be correct or not, we do not pretend to judge; we are content to suppose, that, as a body, the sellers and purchasers of land, like the sellers and purchasers of cotton or iron, or of any other commodity, know their own interests best; and we hold, that the functions of the lawyer are not to advise traders as to what are their true interests as traders, but to advise them how, legally, to carry into effect those arrangements, which they, in their own judgment, think most for their interest. We perfectly agree with our correspondent, that much mischief may arise from the adoption, by solicitors, of a general form for conditions of sale; and that special conditions of sale should always be framed with reference to the particular title. But to forward this object, the resolution of the Birmingham Committee needed not to have been quite so ambitious as it was. A resolution, that it is the duty of solicitors to apply great skill and care in the preparation of special conditions of sale, would have been sufficient; and though we do not see, that, for the promulgation of so simple a truth, it was necessary to call into action the powerful machinery of a Law Institution, and the deliberations of a committee, yet, if the members of the Birmingham Committee had confined themselves to some such novel doctrine, their labours would at least have escaped censure, if they had not deserved commendation.

#### SPRING CIRCUITS, 1842.

##### NORFOLK.

TINDAL, Lord Chief Justice, and Mr. Baron PARKE.

##### HOME.

Mr. Baron ALDERSON and Mr. Baron GURNEY.

##### WESTERN.

Mr. Justice COLERIDGE and Mr. Justice ERSKINE.

##### OXFORD.

Mr. Justice PATTESON and Mr. Justice CRESSWELL.

##### MIDLAND.

LORD ABINGER, Chief Baron, and Mr. Justice WILLIAMS.

##### NORTHERN.

Mr. Baron ROLFE and Mr. Justice WIGHTMAN.

##### WELSH.

South—Mr. Justice MAULE.

North—Mr. Justice COLTMAN.

#### CONSTRUCTION OF THE WILL ACT.

In the courts of common law, where the validity of a will only comes in question incidentally on trials of the title to real property, or on the occasion of an issue *devisavit vel non*, the Statute for the Amendment of the Laws with respect to Wills does not appear from the reports to have yet become the subject of judicial interpretation. But the Ecclesiastical Courts, engaged in the constant examination of a multiplicity of wills, many of them of the most informal and irregular description, have, necessarily, been led to the consideration of the provisions of that statute; and, in those courts, as might be expected, we find cases on the construction of the Will Act occurring in great number and variety. Some of the decisions of the Courts of Probate on these cases differ from the opinions expressed in other departments of the law, in the course of private practice, or in the pages of legal writers, and may, therefore, seem not unlikely to furnish materials for future investigation and discussion before the superior tribunals; while, on many points, they begin to be of sufficient volume and importance to afford grounds for determining the prudence of contesting a will that may not be strictly conformable to the letter or spirit of the act.

The first and most material question would seem to be, *what wills are within the act?* And the clause of the act that professes to determine this point, has unfortunately, though, as we must think, without adequate cause, given rise to much diversity of interpretation. The 34th section enacts, "that this act shall not extend to any will made before the 1st day of January, 1838; and that every will re-executed or republished, or revived by any codicil, shall, for the purposes of this act, be deemed to have been made at the time at which the same shall be so re-executed, republished, or revived." With reference to this enactment, Sir Herbert Jenner, in the case of *Hobbs v. Knight*, (1 Curt. 768), before the Prerogative Court in 1838, observed: "But for this clause, every will made after the passing of the act, namely, the 3rd July, 1837, in order to be valid, must have been executed in the manner prescribed by the statute; but, by this section, any will executed in the manner allowed by the law, previous to the passing of the act, would be valid, if made before the 1st January of this year; and, it appears to the court, that this clause was inserted for the purpose of the alteration in the law becoming known before it should come into effect; but the court cannot think that the Legislature intended, that wills executed before the 1st Jan. 1838, should be subject to the old law for an indefinite term, and that they might be altered, obliterated, or interlined, and still continue to have effect. If this were the true interpretation of the statute, what would be the effect? Suppose a will executed on the day before the act came into operation, that will would require neither witness nor signature: the consequence would be, that the testator, if he lived sixty years, might from time to time alter the will to any extent; he might remove the names of legatees and substitute others; he might substitute one residuary legatee for another, and one executor for another, and make an entirely new disposition of the property without the necessity of having any witnesses, or of any persons being privy to the alterations, if these changes and alterations were capable of being identified as his act. This is one of the inconsistencies that would arise from an extended application of the 34th section of the act. Again, the 18th clause of the statute enacts, that a will shall be revoked by the subsequent marriage of the testator; but a will executed before the 1st January, 1838, would not be revoked by marriage alone, and would be revoked by presumption arising from an alteration in the circumstances of the testator, contrary to the provisions of the 18th section. These are consequences so inconsistent



with the professed intention of the Legislature to place all wills from a certain date on the same footing, that the court is of opinion that it never could have been intended by the Legislature to leave wills executed prior to the time when the act came into operation, subject to all the considerations of the law as it stood previously; and, therefore, that a more restricted interpretation must be put upon the words; and the court will hold, until otherwise advised by the decision of a superior tribunal, that wills executed before the 1st January, 1838, are subject to the provisions of the statute 1 Vict. c. 26, with respect to any act done to them subsequently to that day."

According, then, to the opinion here expressed by the learned judge of the Prerogative Court, wills made previously to the 1st January, 1838, are within the act, with respect to any acts, not only of republication, but also of revocation, alteration, or obliteration, done to them after the 31st December, 1837, though they may not have been republished subsequently to that day. This view of the construction of the clause has been followed by the Prerogative Court in several subsequent cases. (*In the Goods of Livock, deceased*, 1 Curt. 906; *Pechell v. Jenkinson*, 2 Curt. 276; *In the Goods of Brooke, deceased*, Id. 343). But it differs in a considerable and important degree from that entertained on the subject by some of the ablest expositors of the statute.

"A will," says Mr. Shelford, "made before the end of 1837, but republished or revived afterwards, will be subject to the provisions of the new act; but it is apprehended that such republication or revival can only be effected by an instrument executed in the manner prescribed by that act." (*Law of Wills*, 230). And Mr. Jarman, in his recently published Treatise of Wills, (Vol. 1, p. 187), observes, that, "Where a will made before is republished by a codicil made on or since the 1st January, 1838, or by re-execution, in the manner prescribed by the new law, the codicil, or the re-execution, has the effect of subjecting the will for all purposes to the operation of the act." And Sir E. Sugden, (2 V. & P. 256), remarks, "that a will executed before 1838, is within the act, if duly republished." It would seem, therefore, that, in the opinion of these learned authors, any other acts relating to the will, except republication, and before republication, are to be treated and dealt with according to the old law, and not according to the new law. And this mode of interpretation is more explicitly propounded by Mr. George Sweet, in his edition of the act, p. 77.—"The object of this enactment is to be got at, if at all, by means of a logical process of rather a refined kind; the meaning seems to be this: if, after 1837, an attempt is made to revive or republish a will made before 1838, it is to be considered, for that purpose, as a will within the act; and if the means are sufficient, then the will is for all purposes within the act. The object might have been more clearly attained by enacting, that, after the 31st of December, 1837, wills made before that time shall, for the purposes of republication or revival, be within the act; and if republished or revived, then for all purposes."

If we try this mode of interpretation by the test proposed by Sir Herbert Jenner, we think it will be found to give rise to less inconsistencies than are likely to be occasioned by the construction adopted in the Prerogative Court; indeed, scarcely more than are inseparable from every legislative change, and inevitably attend the transition from the old law to the new. For, according to the former mode of interpretation, wills in existence at the time when the act came into operation remain subject to the old law, in all respects, until they are republished: they are within the new law as to any act of republication done to them; and, after they are so republished, they become, in all respects, subject to the new law. But, according to the construction adopted in the Prerogative Court, such

wills, before they are republished, are subject, in some respects, to the new law; but, in other respects, to the old law. And it may be difficult, in some instances, clearly to mark out the line that is to divide the subjects of the old law from the subjects of the new. For, if the effect of the testator's marriage in revoking such wills, is, as Sir Herbert Jenner says, to be determined by the new law, it would seem to follow, that the exchange of one estate for another, or a re-settlement or other conveyance leaving a disposable interest in the testator, or the death of a devisee in tail, or of a legatee who is a child of the testator, (events or acts occasioning a partial revocation of the will), are events or acts whose effect ought also to fall within the province of the new law, and be determined by the provisions of the third, twenty-third, thirty-second, and thirty-third sections of the act. But can it be intended or contemplated as a consequence of the doctrine of the Ecclesiastical Court, that, not merely the general effect and operation of a will, but the force and construction of its particular dispositions, shall thus be regulated, not by the law which obtained at the time when the will was made, and which was in the mind of the person who framed it, but by a law since created, and introducing new principles, and an altered system of testamentary jurisprudence?

The act does not require that the will should be dated; and where a testamentary paper is without a date, recourse must be had to extrinsic evidence, to shew, whether it was made before or after the epoch that separates the new law from the old. (See *In the Goods of Mary Taylor*, 5 Jur. 1041). But if there be nothing to shew, conclusively, when it was made, it will be presumed to have been executed according to the law in force at the time when it was made; and, therefore, if it be not conformable to the new law, but satisfies the requisition of the old law, it will be presumed to have been made before the new law came into force. Thus, where a testatrix died in 1839, leaving, amongst other testamentary papers, an unattested codicil without a date, written on the same paper with a will dated in 1830, and the latest date appearing on any of the papers was 1837, and there were no circumstances to shew or to lead to a supposition that the codicil was signed after the 1st January, 1838, it was considered that the court was bound to presume that it was made before that time; and, therefore, was not within the operation of the new act. (*Pechell v. Jenkinson*, 2 Curt. 273).

An unattested will, made at sea by a purser of a man of war, has been held, in the Prerogative Court, to be valid, as the will of a seaman at sea, under the exception contained in the 11th section of the act, which provides, "that any soldier, being in actual military service, or any mariner or seaman, being at sea, may dispose of his personal estate, as he might have done before the making of the act." Some of the reasons assigned for the exception, (which was not merely to protect illiterate persons), it was said, applied just as well to the commander in chief as to a common seaman; the same sudden emergency might arise to render it necessary for the individual to dispose of his property by word of mouth in the one case, as in the other; and whilst at sea, the one might be inops consilii, as well as the other. Sir Herbert Jenner was, therefore, of opinion, that the term "mariner or seaman" does not exclude any person in her Majesty's navy, though superior officers of the ship, being "at sea," from the exception contained in the act. (*Hayes, deceased*, 2 Curt. 338). And, in like manner, the will of a major in the army, made while in service in India, has been held to be within the same exception, as the will of a "soldier in actual military service." (*In the Goods of Johnson, deceased*, 2 Curt. 341). And the exception is understood to extend to the will of a person in the military service of the East India Company; (*In the Goods*

of *Doddison*, 2 Curt. 386); also, to the will of a seaman, serving on board a ship, though on shore at the time of making the will. (*In the Goods of Lay*, 2 Curt. 378).

The statute 1 Vict. c. 26, does not extend to the colonies, for the colonies are not bound by an act of parliament, unless particularly named. (*Anon.*, 2 P. W. 291; *Shedden v. Goodrich*, 8 Ves. 487). If, therefore, the testator have landed property as well in England as in the colonies, where the Statute of Frauds is in force, (i. e. all the colonies in the West Indies, except Bermuda, British Guiana, Trinidad, and St. Lucia; and those of North America, except Lower Canada, (4 Burge C. L. 478),) he must execute his will, so as to comply both with the Statute of Frauds and the new act.

The authorities in the East Indies have, with certain exceptions, re-enacted the Will Act, but such act was not to come into operation till the 1st February, 1839. Accordingly, (*In the Goods of Foy, deceased*, 2 Curt. 328), an unattested will, made in 1838, by an English officer in the East India Company's service in India, (whereby, it seems, he acquired a domicile in India, *Bruce v. Bruce*, 8 Bro. P. C. 566; *Marsh v. Hutchinson*, 2 B. & P. 231), having been proved at the Cape of Good Hope, whither he had gone on leave for the benefit of his health, and died there, was admitted to probate also in the Prærogative Court. B.

(To be continued).

## LONDON GAZETTE.

TUESDAY, JANUARY 25.

### DECLARATIONS OF INSOLVENCY.

**WILLIAM CURTIS**, King's Lynn, Norfolk, common brewer.  
**THOMAS TOWNSHEND**, jun., North Petherton, Somersetshire, builder.

**JOHN PARSONS**, Fleasley-hill, Mansfield, Nottinghamshire, maltster.

**CHARLES AUGUSTUS CANTOR**, Upper Montagu-st., Montagu-square, merchant.

### BANKRUPTS.

**EDWARD THOMAS MURRAY**, Church-street, St. Mary, Newington, leather seller, and Gt. George-st., Bermondsey, japanner and enameller of leather, Feb. 1 at half-past 1, and March 8 at 12, Court of Bankruptcy: Off. ass. Belcher; Sol. Loughborough, 23, Austin-friars.—Fiat dated Jan. 24.

**JOHN CUISSET**, Blackfriars-road, jeweller, Feb. 3 and March 8 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sol. Rolfe & Edmunds, South-square, Gray's-inn.—Fiat dated Jan. 21.

**WILLIAM CHRISTIE**, New North-st., Red Lion-square, bookbinder, Feb. 3 at half-past 11 and March 8 at 12, Court of Bankruptcy: Off. ass. Green; Sol. Starling, 40, Leicester-square.—Fiat dated Jan. 17.

**JOHN BURNIE**, Tokenhouse-yard, merchant, Feb. 4 at 2 and March 8 at 11, Court of Bankruptcy: Off. ass. Edwards; Sols. Brown & Co., Commercial Sale Rooms, Mincing-lane.—Fiat dated Jan. 19.

**WILLIAM WILCOCKS**, Bracknell, Berkshire, saddler and harness maker, Feb. 1 and March 8 at 11, Court of Bankruptcy: Off. ass. Graham; Sols. Bridger & Co., 32, Finsbury-circus.—Fiat dated Jan. 15.

**GEORGE OGILVY SPEARE**, Fleet-street, laceman and watchman, Feb. 7 at 1 and March 8 at 12, Court of Bankruptcy: Off. ass. Graham; Sols. H. W. & W. C. Sole, 66, Aldermanbury.—Fiat dated Jan. 24.

**JAMES LAYCOCK**, Colne, Lancashire, tallow chandler, grocer, and draper, Feb. 2 and March 8 at 11, King's Head Inn, Colne; Sols. Hardacre, Colne; Wigglesworth & Co., Gray's-inn.—Fiat dated Jan. 10.

**CHARLES CRISTELOW**, York, woollen draper, Feb. 15 and March 8 at 11, Guildhall, York; Sols. Blanchard & Richardson, York; Williamson & Hill, 4, Venerian-buildings, Gray's-inn.—Fiat dated Jan. 19.

**ALFRED WEBB**, Liverpool, carpet seller, Feb. 9 and March 8 at 2, Commissioners'-rooms, Manchester; Sols. Higson & Son, Manchester; Johnson & Co., Temple.—Fiat dated Jan. 8.

**ROBERT JOHNSON SHARP**, Liverpool, victualler, Feb. 5 and March 8 at 1, Clarendon-rooms, Liverpool; Sols. Jones, Liverpool; Vincent & Sherwood, King's-bench-walk, Temple.—Fiat dated Jan. 21.

**SAMUEL EDDLESTONE WELLDON**, Cambridge, butcher, Feb. 4 and March 8 at 11, Hoop Hotel, Cambridge; Sols. Eaden, jun., Cambridge; Clark & Davidson, 36, Essex-street, Strand.—Fiat dated Jan. 20.

### MEETINGS.

*Charles Daly*, Red Lion-square, publisher, Feb. 3 at 12, Court of Bankruptcy, last ex.—*William Blatch* and *William Lampert*, Grove-place, Brompton, printers, Feb. 8 at 1, Court of Bankruptcy, last ex.—*George Webb Bromfield*, Blackfriars-road, Surrey, brush manufacturer, Jan. 28 at 11, Court of Bankruptcy, last ex.—*P. Saunders*, Kingston-upon-Hull, merchant, Jan. 28 at 1, Court of Bankruptcy, last ex.—*G. Henley*, Pall-mall, and Savoy-street, Strand, auctioneer, Feb. 4 at 11, Court of Bankruptcy, last ex.—*William Ridge*, *Chas. Ridge*, and *William Newland*, Chichester, Sussex, bankers, Feb. 16 at 1, Dolphin Inn, Chichester, last ex.—*David Buglass*, Sunderland, Durham, victualler, Feb. 17 at 11, Bridge Hotel, Sunderland, last ex.—*Thomas Saunders*, Northampton, linen draper, Jan. 28 at 11, Cross Keys Inn, Northampton, last ex.—*G. Thompson*, South Shields, Durham, victualler, Feb. 16 at 11, Horner's Hotel, Sunderland, last ex.; at 12, and. ac. and div.—*James Lewis Willson* and *Wm. Allen Turner*, Wood-st., Cheapside, warehousemen, Feb. 17 at 11, Court of Bankruptcy, aud. ac.—*John Corke Knell*, Millbrook, Southampton, cattle dealer, Feb. 17 at 12, Court of Bankruptcy, aud. ac. and div.—*James Coulsell*, Richmond, Surrey, builder, Feb. 16 at 11, Court of Bankruptcy, aud. ac.; Feb. 18 at 12, div.—*Edm. Grove*, Dawley, Shropshire, draper, May 20 at 11, Crown Inn, Bridgnorth, aud. ac.—*John Baker*, Woodlands, Blagdon, Somersetshire, scrivener, Feb. 15 at 12, and. ac.; Feb. 18 at 12, div.—*Hen. W. Fernyhough*, Reading, Berkshire, bookseller, Feb. 17 at half-past 12, Court of Bankruptcy, fin. div.—*John Banfield*, Cheapside, silversmith, Feb. 17 at 1, Court of Bankruptcy, fin. div.—*Rich. Perkins*, Upper-st., Islington, upholsterer, Feb. 17 at half-past 1, Court of Bankruptcy, fin. div.—*J. F. Lewis*, Oil-mills, Ebberly, near Stroud, Gloucestershire, woollen cloth-manufacturer, Feb. 17 at half-past 11, Court of Bankruptcy, div.—*J. Philpot*, *Robt. Marriott*, and *Benj. Burnell*, Crigglestone, Sandal Magna, Yorkshire, coal merchants, Feb. 15 at 12, Court of Bankruptcy, div.—*Wm. May*, Fenchurch-st., commission agent, Feb. 15 at 1, Court of Bankruptcy, fin. div.—*John Philpot*, St. Swithin's-lane, victualler, Feb. 15 at 12, Court of Bankruptcy, div.—*John Peirce*, Bedford, tailor, Feb. 16 at 12, Court of Bankruptcy, div.—*Geo. Williams*, Aldgate, and New Kingston, Surrey, linen draper, Feb. 15 at 12, Court of Bankruptcy, div.—*D. Rowland*, Horsbarn, Sussex, linen draper, Feb. 15 at half-past 11, Court of Bankruptcy, div.—*Henry Cuskeife*, Green Harworth, Oswaldtwistle, Lancashire, shopkeeper, Feb. 18 at 11, Town-hall, Preston, aud. ac.; at 12, first and fin. div.—*John G. Bird*, Bridgend, Glamorganshire, stationer, Feb. 24 at 11, Prother & Towgood's, Newport, Monmouthshire, aud. ac.; at 12, fin. div.—*Fras. Parker*, Masbrough and Iokles Mills, Rotherham, Yorkshire, seed crusher, Feb. 19 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—*Henry Morse*, Birmingham, laceman, Feb. 16 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Thos. Smith*, Preston, Lancashire, flagger, Feb. 18 at 11, Town-hall, Preston, aud. ac.; at 12, fin. div.—*Thos. Burbey*, *Rich. Loe*, and *James Loe*, Portsmouth, bankers, April 18 at 1, George Inn, Portsmouth, aud. ac.; at 3, div.—*E. S. Boulton* and *T. Addison*, Liverpool, stock brokers, Feb. 26 at 12, Clarendon-rooms, Liverpool, aud. ac.; at half-past 12, div. sep. est. *E. S. Boulton*.—*J. Austin*, Manchester, brick maker, Feb. 21 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, and. ac. and div.—*Robt. Arthur* and *Joe. Forster*, Newcastle-upon-Tyne, woollen drapers, Feb. 18 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, div.—*Andrew Morrison*, Great Malvern, Worcestershire, lodging housekeeper, Feb. 15 at 11, Golden Lion Inn, Worcester, aud. ac.; at 12, div.—*Cuthbert Potts*, *Andrew Potts*, and *John Potts*, Monk Wearmouth Shore, Durham, ship-builders, Feb. 16 at 12, Horner's Commercial Hotel, Sunderland, div. sep. est. *C. Potts*.

### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Feb. 15.

*John C. Knell*, Millbrook, Southampton, cattle dealer.—

*Paul Asman* and *John G. Christ*, Mark-lane, foreign and general merchants.—*Edw. Cooper*, *Edw. P. Cooper*, *Benj. Cooper*, and *John Alex. Cooper*, Staverton-mills, Trowbridge, Wiltshire, clothiers.—*Robt. Thompson*, Newcastle-upon-Tyne, butcher.—*Wm. Roskell*, Liverpool, tailor.—*John P. Yapp*, Weobley, Herefordshire, grocer.—*Thos. Tripp* and *Jas. Bens*, Brookfield, Shankhill, and Belfast, Antrim, and Enniskillen, Fermanagh, Ireland, distillers.—*Edw. Weatherby*, Newmarket, Cambridgeshire, cotton spinner.—*Richd. Parkes*, Birmingham, wine merchant.—*John Rose*, Monk Wearmouth Shore, Durham, grocer.—*Rich. Ouston*, Kingston-upon-Hull, sawyer.—*Henry Greenaway*, Bristol, painter.—*Antonio Lafargue*, Gt. St. Helens, merchant.—*James Bingley*, Henrietta-st., Cavendish-sq., brush maker.

#### PARTNERSHIPS DISSOLVED.

*Jos. Young* and *Wm. White*, Bishop Wearmouth, Durham, attorneys at law, and solicitors in Chancery.—*E. Bretherton* and *Jas. Archer*, Liverpool, solicitors.

#### SCOTCH SEQUESTRATIONS.

*John Kibble*, Glasgow, zebra-shawl manufacturer.—*John and David Munro*, Tullich, Kilmuir Easter, Ross, builders and slaters.—*Dev. Whyte*, Kirkton of Clova, Cortachy and Clova, merchant.—*Jas. Allan* and *Wm. Watson*, Johnstone, cotton spinners.—*Wm. Spence and Co.*, Edinburgh, silk mercers.—*John Matheson and Co.*, Glasgow, calico spinners.—*Thomas Leithhead*, *James Henderson*, and *Andrew H. Hunter*, Glasgow, coach builders.

#### INSOLVENT DEBTORS.

*Saturday, January 22, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Edm. Prier*, King-st., Southwark, grocer, No. 52,132 T.; *Henry Gold*, assignee.—*The Rev. K. M. R. Turpley*, Albany-st., Regent's-park, clerk, No. 52,232 T.; *Henry Becke*, assignee.—*George Gaskroger*, Halifax, Yorkshire, joiner, No. 57,669 C.; *Michael Stocks*, assignee.—*John Wright*, Doncaster, Yorkshire, blacking manufacturer, No. 57,594 C.; *A. W. Goodwin*, assignee.—*Jeffery Shores*, Crisp-st., East India-road, Poplar, boat builder, No. 52,062 T.; *Benj. Prew*, assignee.—*W. M'Even*, Aldermanbury, surgeon, No. 52,155 T.; *C. F. Pettigean*, assignee.—*Jas. Barker*, Bagillt, Flintshire, grocer, No. 57,137 C.; *E. Hughes* and *John Jones*, assignees.—*John Bowker*, Manchester, out of business, No. 54,991 C.; *Chas. Bradbury*, assignee.—*G. Donaldson*, Market-st., near Dunstable, Bedfordshire, publican, No. 57,459 C.; *E. T. Nicholls*, assignee.—*Rebecca Millner*, Bridlington, Yorkshire, widow, No. 57,487 C.; *G. Wetwan*, sen., and *Robert Davison*, assignees.—*William Cooper*, Henry-street, Vassall-road, North Brixton, Surrey, collecting clerk to hat manufacturers, No. 52,109 T.; *John Clapp*, assignee.—*James Cole Green*, Great Chart-street, Hoxton, carpenter, No. 52,095 T.; *John Keymer*, assignee.—*Matthew Rawson*, Morning-lane, Hackney, market-gardener, No. 52,200 T.; *Joseph Forsberg*, assignee.—*Geo. Richardson*, Wortley-lane, near Leeds, Yorkshire, canvas-manufacturer, No. 58,404 C.; *Jos. Wood Bowell*, *Benj. Stead Musgrave*, and *George Lodge*, assignees.—*Benj. Bradshaw*, Wortley-lane, near Leeds, Yorkshire, canvas-manufacturer, No. 58,403 C.; *Jos. W. Bowell*, *Benj. S. Musgrave*, and *George Lodge*, assignees.—*Jas. Dale*, Manor-row, Rotherhithe, Surrey, lodging-house-keeper, No. 52,222 T.; *John Clarke* and *James Homes*, assignees.—*Wm. Bryant*, Bristol, general dealer, No. 57,308 C.; *Benjamin Tanner*, assignee.—*Matthew Stevens*, Bridport, Dorsetshire, baker, No. 58,147 C.; *Constantine Phipps Henville* and *John Culliford Hopkins*, assignees.—*Samuel Barwood*, Great Yarmouth, Norfolk, coalheaver, No. 57,796 C.; *Samuel Smith*, assignee.—*Jas. Stanley*, Gloucester-place, Portman-square, licensed victualler, No. 52,300 T.; *Richard Martineau*, assignee.—*John Whitworth*, Heaton Norris, Lancashire, tailor, No. 55,661 C.; *Fredk. Barnes*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Feb. 15 at 9.*

*Charles Thomson*, Wood-lane, Shepherd's-bush, out of business.—*Eleazer P. Fisher*, Park-place, Regent's-park, cheesemonger.—*John Alves*, Upper George-st., Portman-sq., agent for the discount of bills.—*J. Witherington*, Crawford-st., Portman-sq., Marylebone, gentleman's servant.—*Thomas King*, York-place, Walbrook-place, Hoxton New-town, coal-

merchant.—*John Fry*, South-st., Chelsea, cheesemonger.—*Wm. B. Waller*, Tower-street, Seven-dials, tripman's shopman.—*Chas. Haines*, Lower Tooting, Surrey, poultryer.—*J. Richd. Gossage*, King-st., New-town, Deptford, baker.—*M. Moses*, Staining-lane, Cheapside, furrier.—*James Edwards*, Farnham, Surrey, farm bailiff.—*Jos. Cohen*, Rosemary-lane, Tower-hill, rag-merchant.

*Feb. 17, at the same hour and place.*

*Jas. Jos. Stanley*, Charles-street, Greenfield-street, Commercial-road, Mile-end, baker.—*James Hopkins*, Providence-place, Hammersmith, carpenter.—*Richd. Peck*, East-side, Bethnal-green, dealer in hay.—*Henry Shipman*, Tottenham-court-road, tailor.—*John Larton*, Newton-terrace, Kennington-green, Surrey, clerk.—*Wm. Williams*, Wardrobe-terrace, Doctors'-commons, warehouseman.—*Jas. Weston*, Crown-st., Milton-st., out of business.—*Wm. John Collier*, Savage-gardens, Tower-hill, out of business.—*Joseph Van Millingen*, Soho-square, jeweller.—*Wm. Ford*, sen., Old Bailey, baker.—*Jas. Mills*, Tavistock-row, Covent-garden, warehouseman to seedsmen.—*Jos. Botcherby*, Hartford-road, Kingland-rd., clerk in the London and County Bank.

*Court-house, OXFORD, (County), Feb. 16 at 10.*

*Jas. Wickens*, Oxford, shoemaker.—*Chas. Sage*, Witney, grocer.—*Chas. Cracknell*, Oxford, coachman.—*Edwd. Colegrove*, Westcott Barton, shoemaker.—*John Wright*, Idbury, labourer.—*J. Walker*, Worning-hall, Buckinghamshire, road contractor.—*R. Lyne*, Headington Quarry, Oxford, carpenter.—*Francis Dafters*, Shiplake, near Henley-on-Thames, twine-manufacturer.—*George Morris*, Summer Town, market-gardener.—*Benj. Sutton*, Oxford, undergraduate.

*Court-house, OXFORD, (City), Feb. 16 at 10.*

*John Kitchen*, Oxford, slater.—*Thomas Beesley*, Oxford, boatman.—*Jas. Sealey*, Oxford, wheelwright.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Fredk. Willon L. Stockdale*, Manor-place, Walworth, Surrey, author: 1s. in the pound.—*John Taylor*, Richmond, Surrey, shopman: 3s. 9d. in the pound.—*John Trivick*, Salisbury-green, Titchfield, Hampshire, master in the Royal Navy: 1s. 1d. in the pound.—*Francis Mark Turner*, Gorton, Nottinghamshire, officer in the 7th Fusiliers: 1s. 2d. in the pound.—*John Parker*, Dearham, Cumberland, coast officer: 1s. 4d. in the pound.—*Wm. Lawrence*, clerk in her Majesty's Stationery Office: 1s. 5d. in the pound.—*Thomas B. Rigg*, Kimbolton-place, Fulham-road, clerk in the Army Pay Office: 3s. in the pound.—*Thos. Haynes*, Harlington, Bedfordshire, shopkeeper: 1s. 10d. in the pound.

*Application at the Provisional Assignee's Office, Portugal-st., Lincoln's-inn-fields, between the hours of 10 and 1.*

*John Tudor Tucker*, retired captain of Royal Marines, Cox's, Hatton-garden: 4s. 4d. in the pound.—*Hen. Frederick Bath*, inspector of stamp duties, Doggett's, High-st., Marylebone: 3s. 1d. in the pound.—*Caleb Elisha*, Piccadilly, watch-maker, Jan. 24, Kinnear's, Gerrard-st., Soho: 1s. 9d. in the pound.—*John Stevenson*, Sheffield, grocer, Jan. 31, Jackson's, Canklow Mills, near Rotherham: 2s. 5d. in the pound.

FRIDAY, JANUARY 28.

#### BANKRUPTS.

**HENRY HOLT**, High-street, Peckham, Surrey, bookseller, Feb. 4 and March 11 at 2, Court of Bankruptcy: Off. As. Belcher; Sols. Dover, 12, South-square, Gray's Inn.—Fiat dated Jan. 26.

**JOHN SANDERS**, Manor-place, King's-road, baker, Feb. 8 at half-past 11, and March 11 at 1, Court of Bankruptcy: Off. As. Belcher; Sols. Harrison, 5, Walbrook.—Fiat dated Jan. 25.

**EDWARD JAMES STONE**, Belle Sauvage-yard, Ludgate-hill, maker of playing and other cards, Feb. 4 at 1, and March 11 at 12, Court of Bankruptcy: Off. As. Pennell; Sols. Davison & Cooms, 48, Bread-street, Cheapside.—Fiat dated Jan. 26.

**GEORGE BERKELEY KIRKWOOD CASSIDY**, Bucklersbury, merchant and bill-broker, Feb. 8 and March 11 at 11, Court of Bankruptcy: Off. As. Gibson; Sols. Buckley & Sanders, 14, Gray's Inn-square.—Fiat dated Jan. 24.

**FREDERICK SHARMAN**, Barge-yard, Bucklersbury, shoe-factor, Feb. 8 at half-past 1, and March 11 at 12, Court of Bankruptcy: Off. As. Edwards; Sol. Gale, 70, Basinghall-street.—Fiat dated Jan. 25.

**THOMAS WOOSTER, jun.**, Liverpool-street, City of London, merchant and ship-owner, Feb. 11 at 2, and March 11 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Stephen, 20, Basinghall-street.—Fiat dated Jan. 25.

**SAMUEL ROBERT GEORGE**, London-wall, victualler and tailor, Feb. 9 at 2, and March 11 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Billing, Cheapside.—Fiat dated Jan. 20.

**ARTHUR COLLOS and ALFRED THOMSON**, Brighton, Sussex, sugar-manufacturers, Feb. 5 and March 11 at 2, Town-hall, Brighton: Sol. Penkivill, West-street, Finsbury-circus.—Fiat dated Jan. 20.

**JAMES THOMPSON**, Newcastle-upon-Tyne, joiner and builder, Feb. 18 at 2, and March 11 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Hoyle, Newcastle-upon-Tyne; Crosby & Compton, 3, Church-court, Old Jewry.—Fiat dated Jan. 20.

**JOHN ARTHUR and DAVID ARTHUR**, Neath, Glamorganshire, ironmasters and coal-merchants, Feb. 18 and March 11 at 11, Bush Inn, Swansea, Glamorganshire: Sols. Egan & Co., Essex-street, Strand.—Fiat dated Nov. 24, 1841.

**WILLIAM EDWARD BOYLE**, Neath, Glamorganshire, plumber, Feb. 18 and March 11 at 11, Bush Inn, Swansea: Sols. Hargreaves, Neath; Lake & Waldron, 33, Basinghall-street.—Fiat dated Jan. 15.

**RICHARD WILSON**, Blyth Tile Sheds, Northumberland, manufacturer of bricks and argillaceous marble, Feb. 23 at 11, and March 11 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Hoyle, Newcastle-upon-Tyne; Crosby & Compton, 3, Church-court, Old Jewry.—Fiat dated Jan. 22.

**ROBERT DAVIES**, Mallwyd, Merionethshire, shopkeeper and sannel manufacturer, Feb. 16 and March 11 at 11, Eagles Inn, Machynallth, Montgomeryshire: Sols. Davies, Machynallth; Price & Bolton, 1, New-square, Lincoln's Inn.—Fiat dated Jan. 17.

**WILLIAM CHAMBERS**, Oxford, organ-builder, Feb. 5 and March 11 at 10, Roebuck Inn, Oxford: Sols. Rackstraw, Oxford; Philpot & Son, 3, Southampton-street, Bloomsbury.—Fiat dated Jan. 24.

**GEORGE BARNARD**, Portsea, Hampshire, coal-merchant, Feb. 11 at 10, and March 11 at 1, Totterdell's Commercial Hotel, Portsea: Sols. Low, Portsea; Clare, 5, Size-lane.—Fiat dated Jan. 18.

**PETER STEPHENSON**, Manchester, mercer and draper, Feb. 7 and March 11 at 10, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, Lincoln's Inn-fields.—Fiat dated Jan. 25.

#### MEETINGS.

*R. Halford, W. H. Baldoke, and O. Snoultten*, Canterbury, bankers, March 28 at 11, Guildhall, Canterbury, pr. d.; March 29 at 12, and. ac. joint and sep. est.—*J. H. Lowndes*, Liverpool, broker, Feb. 18 at 2, Clarendon-rooms, Liverpool, ch. ass.—*M. Danks*, Hatton-garden, carpet warehouseman, Feb. 11 at 2, Court of Bankruptcy, last ex.—*Edmund Adams*, Bleahelm-street, New Bond-street, livery stable keeper, Feb. 10 at half-past 1, Court of Bankruptcy, last ex.—*Benjamin Oliver and William Goodrich*, High Wycombe, Buckinghamshire, drapers, Feb. 1 at 1, Court of Bankruptcy, last ex.—*Abraham Levy Beeson and Josk. Brandon*, Walbrook-buildings, merchants, Feb. 7 at 12, Court of Bankruptcy, last ex.—*Samuel Smith*, Pump-row, Old-street-road, timber merchant, Feb. 21 at half-past 11, Court of Bankruptcy, and. ac.; at 12, div.—*Robert Druce*, Wells-street, Camberwell, furniture dealer, Feb. 21 at 11, Court of Bankruptcy, and. ac.—*William Walley*, Salford, Lancashire, flour dealer, Feb. 21 at 11, Commissioners'-rooms, Manchester, and. ac.—*John Russell*, Brampton, near Chesterfield, Derbyshire, tailor, Feb. 21 at 10, Commissioners'-rooms, Manchester, and. ac.—*Joseph Littleford*, High-st., St. Mary-le-bone, coachmaker, Feb. 18 at 12, Court of Bankruptcy, div.—*H. W. Morgan*, Alford, Lincolnshire, grocer, Feb. 24 at 12, Angel Inn, Brigg, and. ac.; at 1, div.—*J. M. Jubber*, Oxford, wine merchant, Feb. 21 at 1, Lucas's, under the Town Hall, Oxford, and. ac.; at 2, div.—*G. D. Watte*, Great Massingham, Norfolk, grocer, March 1 at 2, Red Lion Inn, Fakenham, Norfolk, and. ac.; at 3, fin. div.—*Richard Root*, Wardsington, Oxfordshire, draper, Feb. 21 at 11, White Lion Inn, Banbury, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Feb. 18.*

*William Frederick Reuss*, Liverpool, merchant.—*Frederick Seldon*, Old Trinity-house, Water-lane, wine merchant.

#### FIAT ANNULLED.

*Benjamin Aarons*, Knowles-st., Doctors'-commons, furrier.

#### SCOTCH SEQUESTERATIONS.

*James Morris*, builder, Toward, near Dunoon, Argyleshire.—*R. Ross*, tailor, Dalkeith.—*Adam Irvine*, brewer, Whisky-houses, near Hawick.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Feb. 18 at 9.*

*John Nowlan*, Brunswick-street, Blackwall, waterman.—*William Charles Stedman*, Berners-street, Oxford-street, assistant to a surgeon.—*Wm. Hayward*, Croomfield-lane, Deptford, out of business.—*Joseph Lane*, Trafalgar-sq., Stepney, clerk to an engineer.—*James Langley*, Webber-street, Westminster-road, coach spring maker.—*Sarah Doble*, Pollen-st., Hanover-square, forewoman to a hosier.—*Henry Lewis Prall*, Gravesend, Kent, chymist.—*Richard Owers*, Milner's-mews, Princes-st., Portman-market, Edgware-road, cabriolet proprietor.—*William John Haynes*, Twickenham, omnibus proprietor.—*Wm. Greenham*, Church-lane, Whitechapel, shoemaker.—*Thomas Penson Collings*, Warren-street, Fitzroy-sq., general dealer.—*William Cox*, jun., Ernest-street, Regent's park, baker.

*Feb. 21, at the same hour and place.*

*Rich. Griffiths Welford*, Clock-house, Ashford, and Chancery-lane, barrister at law.—*Edward Jackson*, Great Ormond-street, Queen-square, tailor.—*John Doudney*, Bronti-place, East-lane, Walworth, Sarvey, tailor.—*John Hackwell*, Tavistock-street, Covent-garden, out of business.—*Alfred Henry Wardell*, Dartmouth-street, Westminster, clerk in the office of the Clerk of Arraigns for London.—*John Bridger Palmer*, Providence-place, Kentish-town, gold beater.—*James Murray Cowham*, Francis-pl., Hoxton, fishmonger.—*John Rose*, jun., Whitechapel-road, dealer in plated goods.—*R. Fitch*, Blackheath-hill, Greenwich, carpenter.—*Robert Guylott*, Old Cavendish-street, Oxford-street, tailor.

*Court-house, KINGSTON-UPON-HULL, (Yorkshire), Feb. 18 at 10.*

*Geo. Mirfield*, Hull, tailor.—*Wm. Flowerday*, Hull, baker.—*Thos. R. Collinson*, Hull, out of business.—*Thos. Kirk*, sen., Thwaite, in Cottingham, labouring gardener.—*Matthew Empton*, Hull, out of business.—*Wm. Bramhill*, Hull, shoemaker.—*Wm. Stephenson*, Thwaite, Cottingham, labourer.—*G. Barnes*, Hull, bricklayer.—*Wm. B. Jackson*, Hull, out of business.—*Thos. Dixon*, Hull, victualler.—*F. L. Klingberg*, Hull, clerk to general commission agents.—*R. Westerbj*, Hull, tallow chandler.—*Edw. Mace*, jun., Hull, out of business.—*C. Stephenson*, Hull, gatherer of and dealer in manure.—*Geo. Bulmer*, sen., Hull, out of business.—*Thos. Winn*, Hull, out of business.—*Jos. Wallers*, Hull, out of business.—*Eliz. Whitaker*, Hull, out of business.

*Court-house, YORK CASTLE, (County), Feb. 21 at 10.*

*Thos. Sellar*, Beetham, out of business.—*Wm. Wicking*, Scarborough, linen draper.—*John Peacock*, Middlesborough, plumber.—*Chris. Langdale*, Northallerton, chymist.—*Geo. Wilson*, Hearnby, near Helmsley Black-moor, husbandman.—*John Salmon*, Thalthorpe, near Easingwold, small farmer.—*Robt. Newbald*, Thirsk, publican.—*John Taylor*, Hidon in Holderness, coal merchant.—*John Windass*, Howden, grocer.—*Herbert Phillips*, Filey, clerk.—*J. B. Foster*, York Barracks, near York, private in the Queen's Own 7th hussars.

*Court-house, YORK, (City), Feb. 21 at 10.*

*Nath. Kendrew*, Heworth, near York, out of business.—*J. B. Houston*, York, watchmaker.—*Jos. Darnbrough*, York, brush hawker.—*J. Larkin*, York, boot maker.—*James Hare*, York, joiner.—*George Settle*, Walmgate, butcher.—*Samuel Camidge*, York, huckster.—*J. P. Rodman*, Escrick, near York, bricklayer.—*Rich. Dawson*, York, out of business.—*J. Dall*, York, joiner.—*James Nichols*, York, joiner.—*Geo. Creft*, York, carpenter.—*Francis Birtles*, Sheffield, out of business.—*Harriet Whitehead*, Grove, York, out of business.

*Court-house, WORCESTER, (County), Feb. 18 at 10.*

*J. R. Halford*, Shipley-farm, near Bromsgrove, out of bu-

business.—*Thos. Archer*, Welland, hiring out horses to work on the Birmingham and Gloucester railway.—*Jos. Norris*, Sparkbrook, Aston, near Birmingham, out of business.—*A. Hall*, sen., Derby-end, Netherton, near Dudley, spade tree maker.—*Thos. S. Lambert*, Tenbury, out of business.—*Jos. Jeynes*, Upton-on-Severn, hatter.—*Jas. Smith*, Leigh, farmer.—*T. Brasser*, sen., Hanley, labourer.—*O. Stevenston*, Withermore, near Dudley, sailor.—*John Little*, Welland, labourer.—*Wm. Bridgen*, Dudley, higgler.—*Thos. Podmore*, Bevely, near Studley, cooper.—*John Norton*, Cradley, near Dudley, miller.—*Arnold Jones*, Upton-upon-Severn, farrier.—*John Guest*, Redditch, general shopkeeper.—*T. Taylor*, Dudley, draper.

*Court-house, WORCESTER, (City), Feb. 18 at 10.*

*Edw. Closs*, Worcester, tailor.—*George Till*, jun., Worcester, out of business.—*Wm. Bishop*, Worcester, tailor.—*J. Meredith*, Worcester, butcher.

*Court-house, HEREFORD, (County), Feb. 21 at 10.*

*Wm. Lambert*, Hereford, watchmaker.—*Wm. P. Cowley*, Hereford, out of business.—*John Kinsey*, Warton, Bromyard, out of business.—*Wm. Colcombe*, Lower Bullingham, St. Martin, labourer.—*Francis Turner*, Hope under Dunmore, labourer.—*John Walters*, Kingston, baker.—*Thos. Williams*, Drybrook, Walford, innkeeper.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Benj. Whillam*, East Retford, upholsterer, Jan. 31, Knobel's, Lincoln's-inn-fields: 5s. 9d. in the pound.—*W. Fred. Cleave*, Wheeler-st., Spitalfields, harness-maker, Jan. 27, Doune's, Princes-st., Spitalfields: 3s. 2d. in the pound.

#### MEETING.

*Jeremiah Board*, Worle, Somersetshire, farmer, Feb. 16 at 3, Court-house, Portugal-st., pr. d.

The Court of Common Pleas will, on Friday, the 4th of February, and following day, sit for the disposal of the Paper of New Trials.

The Court of Exchequer will, on Wednesday, the 9th of February, and three following days, and also on Wednesday, the 16th, sit for the disposal of the Special and New Trial Papers.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*Thomas Scott*, of Bromsgrove, Worcestershire; and *Edwin Dudley*, of Dudley, Worcestershire.

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**R. T. DAVIS**, Surviving Partner of the late Firm of Wildy & Davis, begs to return his sincere thanks to those Gentlemen who have hitherto honored him with their patronage, and to inform them, that the Partnership being dissolved by effluxion of time, he will CONTINUE TO CARRY ON THE BUSINESS of a LAW BOOKSELLER, at No. 57, CAREY-STREET, OUTSIDE LINCOLN'S INN GATEWAY; where he hopes, by a strict adherence to those principles on which he has hitherto acted, especially for the last four years, during which the business, (although carried on for the mutual benefit of himself and his late partner's family), has been under his EXCLUSIVE management, to insure a share of their future favours. His present stock embraces a large collection of Reports in the various courts, the Statutes at Large, and Elementary and Practical Legal Works, all perfect, in good condition, and at the lowest remunerating prices. Gentlemen wishing to sell or exchange the whole or any portion of their Law Libraries, may STILL rely upon receiving their utmost value, on application to *R. T. Davis*, No. 57, Carey-street, OUTSIDE LINCOLN'S INN GATEWAY.

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# The Jurist

No. 265.

FEB. 5, 1842.

With Supplement, 2s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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LONDON, FEBRUARY 5, 1842.

Our readers will have observed, in the last Number of THE JURIST, (p. 22), a statement by a correspondent, that several of the most distinguished Conveyancers act on the doubt, whether trustees for sale, selling under restrictive conditions, do not commit a breach of trust, so far as to reject at once titles submitted to them by purchasers under such contracts.

We believe our correspondent is right in stating, that some eminent Conveyancers have adopted the practice of taking such an objection to titles, but on what ground of authority or reasoning so sweeping and general an objection is to be supported, we do not understand. A point, of the kind under discussion, arose in a late case, (*Hobson v. Bell*, 2 Beav. 17), in which a mortgagee, with a power of sale, sold the mortgaged property under special conditions of sale, one of which was as follows:

"The vendor shall deliver an abstract of title to the purchaser, or his solicitor, within two days of the day of sale, to the stock in question; and all and every objection to the title shall be made and communicated in writing to the vendor's solicitor, within twenty-one days after the delivery of the abstract; and if the same be found valid, the vendor shall be at liberty to rescind the contract on returning to the purchaser his deposit money; but all and every objection to the title, not so taken and communicated within such period of twenty-one days from the delivery of the abstract aforesaid, shall be deemed waived; and, in this respect, time shall be considered the essence of the contract."

On an objection being taken, that this condition was so depreciating as to amount to a breach of trust, the court held that it was not so. The case relied upon in support of the objection to the title, in *Hobson v. Bell*, was a case of *Ord v. Noel*, (5 Madd. 438). That was a case, in which the property sold was vested by the defendant in trustees for sale, on trust to pay a debt to

a creditor of the defendant's father; and, subject thereto, to pay the proceeds to the defendant. The trustees for sale employed, to conduct the sale, a person who was the solicitor of the creditor; and although, at the sale, the father of the defendant gave notice that the sale would be impeached by him, and although the auctioneer employed had advised, that, for the purpose of obtaining a good price, the estate should be sold in lots, yet, notwithstanding the notice, it was sold, under the direction of the solicitor's clerk, and in one lot, and that on the suggestion of the creditor and his friends, the creditor being the only bidder. The evidence shewed, that the only reason for thus pressing on the sale, was, that the creditor was anxious that money should be raised. On this state of things, the Vice-Chancellor held, that there had been great improvidence on the part of the trustees; and refused to decree specific performance. All that was decided, therefore, in this case, was, that the particular circumstances amounted to a depreciation, of which, indeed, there could be no doubt; that a sale by the agent of trustees for sale, conducted with a gross disregard of the interests of the cestuis que trust, and an exclusive attention to the wishes of a client of the trustees' agent, having an interest adverse to that of the trustees, was such a sale as amounted to a breach of trust; and that, under such circumstances, the court would not help the purchaser. But the case of *Ord v. Noel* has, obviously, nothing whatever to do with the question, whether the mere fact of selling, under restrictive conditions, by trustees, is such a depreciation as to amount to a neglect of duty on their part. Lord Langdale's decision in *Hobson v. Bell* goes no farther, directly, than to pronounce, that the particular condition before him had not such a depreciating effect. The inference from his Lordship's decision is, however, that, if the condition had been sufficiently depreciating, he would have held it a defect of title; and he, therefore, reduces the question to one of fact, whether special conditions of sale are or are not bona fide depreciating?



Now, it may be questioned, we think, whether any restrictive conditions of sale can be shewn to be actually and *bonâ fide* prejudicial to the sale. If, by being prejudicial, is meant, simply, reducing the amount that will be offered for the property put up for sale, there can be no question, that any materially restrictive condition of sale will have that effect. But it should be recollected, that such a reduction of price is merely an expression in money of the amount of defect or difficulty under which the title labours; and it has simply the effect of imposing at once, and by means of the contract, on the vendor, some pecuniary loss, instead of leaving him to incur it, and probably, to a greater extent, at a future period when the defect shall have been discovered.

Suppose that there is really some defect of title, not, of course, going the length of a positive and insurmountable blot on it as a holding title, but rendering it more or less unmarketable; if a vendor puts such a title into the market, without special conditions, it is obvious, that, though he may obtain a purchaser at the full apparent value of the property, yet, when the title comes to be investigated, he will be compelled either to release the purchaser wholly from his contract, or to make an adequate deduction.

Suppose, on the other hand, the special condition not to relate to any actual blot on the title, but merely to the question who is to bear the expense of fully deducing and verifying such title, as the vendor shews upon the abstract. This is the point raised by the resolution of the Birmingham Law Society. It is obvious, that such a condition would never be inserted, except where, from the nature of the evidences of title, the expense of deducing and verifying the title, whether arising from the production of deeds or of copies of deeds, or from the evidence strictly requisite to establish particular facts, would cause an expense excessive in amount. If the vendor did not protect himself by restrictive conditions of sale, against such expense, he might, it is true, obtain a higher nominal price for the property; but, it is quite clear, that the surplus, which he would receive with one hand, he would have to pay out with the other. Indeed, it might frequently happen, that the advance of price would fall very far short of the expense to which the vendor would render himself liable, in the endeavour not to damp the sale. Sir Edward Sugden mentions a case, in which the expense of attested copies of deeds, which would of course fall upon the vendor, if there were no special stipulation, exceeded 2000*l.* (1 *Vend. & P.* 38). The result of special stipulations, where there is some defect or difficulty attending the title, is probably, in general, a saving to both parties; at any rate, it is advantageous to the seller, who gets a higher price than he otherwise would do, because of the well-known disposition of purchasers rather to underestimate than overestimate, in their calculations of value, the drawback of a future and contingent evil. Whatever, therefore, may be the effect upon purchasers, we cannot conceive a case, if there be any defect of title, in which it would be prejudicial to the vendor to sell under special conditions as regards such defect.

It seems to us, that, in every imaginable case of this nature, it is nothing more on the part of the vendor than a contract to sell at a less price than the apparent value of the estate,—the difference being regulated by a calculation, which practice must render tolerably certain and accurate, of the value to the vendor of selling, and selling at once; and the loss to the purchaser arising out of the contingent danger and expense to which he renders himself liable.

## COPYHOLD COMMUTATIONS AND ENFRANCHISEMENTS, UNDER THE 4 & 5 VICT. c. 35.

(Continued from p. 17).

### I. COMPULSORY COMMUTATIONS.

#### 2. Consideration of the Commutation.

The equivalent which is to be given to the lord in exchange for the commuted rights, may assume either of two forms. It may either be an annual sum payable to him by way of rent-charge on the land, or it may be a fine payable to him on the death of the tenant, or the alienation of the tenement, or at some fixed periods which shall be ascertained by the agreement of the parties.

*Rent-Charge.*—We have already seen in what manner the amount of the entire rent-charge for the whole commutation, or the amounts of the apportioned rent-charges for the separate lands, are to be fixed either by the terms of agreement itself, or by the estimate of the valuers; and how the amounts of the separate rent-charges may be left subject to an increase or diminution, at a given rate, in certain specified events. In the latter case the schedule of apportionment, as well as the agreement, should specify the rate of the increase and diminution, and the events on which it is to take place. (Sects. 14, 37).

Where the amount of the apportioned rent-charge exceeds 20*s.*, the annual sum payable to the lord is to be valued and variable with the price of corn in the same manner as the tithe rent-charge. For this purpose, the amount fixed by the apportionment is to be considered as laid out, in equal third parts, in the purchase of wheat, barley, and oats, at the prices mentioned in the act, and ascertained by the average of the seven years next preceding the passing of the act. The number of bushels of the several descriptions of corn, which might thus be purchased at those prices, will constitute the permanent amount of the rent-charge. And the annual sum payable to the lord will be the value in money of *that number* of bushels of each kind of corn at the prices ascertained by the seven years' average, as published under the Tithe Commutation Act, in the January next preceding the time of payment. (Sect. 36).

The rent-charge is to commence in general from the 1st January next after the confirmation of the apportionment; and the first payment to be made on the 1st July following. (Sect. 36). But the commencement may, in certain cases, be deferred by the agreement of the parties, or the order of the commissioners. This provision is especially framed with the intention of facilitating the arrangement and obviating objections, where a tenant, and, in particular, of copyholds for lives, has already paid his fine on admission, and the justice of the case requires, that he should be considered as discharged from the obligations of his tenure, till the recurrence of an occasion for the payment of a fine. With this view the parties are enabled by the terms of the agreement to provide, that the apportioned rent-charge shall not commence till the period of the next act or event on which the fine or other commuted right would have become due and payable. (Sect. 14). This provision, indeed, is confined to the apportionment in respect of lands, the tenant of which is a party to the agreement. But the commissioners have a discretionary power of deferring the commencement of the rent-charge, in any such case, whether expressly comprised in the agreement or not. (Sect. 23). And in order to facilitate the due performance of this part of the commissioners' duties, the valuers are required to state in their schedule of valuation the particular cases calling for the exercise of this power. (Sect. 28). And in these cases the entire rent-charge, being at first less than its full amount, will be proportionably increased, when the specified period arrives.

The rent-charge is to be considered as charged upon, and issuing out of, the particular lands in respect of which it is apportioned; and is to be payable by two half-yearly payments, on the 1st July and 1st January, to the lord of the manor mentioned in the schedule of apportionment. (Sects. 31, 36).

If the lord has only an estate for life, or other limited interest in the manor, that circumstance is to be taken into consideration for the purpose of determining whether the whole, or what portion of the rent-charge is to be paid to him, with a due regard to the rights of the persons entitled in remainder. (Sect. 28).

To meet the case of the death of the lord in the middle of a half-year, the provisions of the act for the apportionment of rents, (4 & 5 Will. 4, c. 22), are extended to the rent-charges under this act, rendering payable to his personal representative a proportionable part of the annual sum for so much of the current half-year as shall have then elapsed. (Sect. 50).

The rent-charge, if paid by the occupier, is to be deducted from his rent in account with his landlord. (Sect. 45). If, however, the proposed rent-charge exceed the amount of the rent paid by the occupier, the lands may, on his representation to the commissioners, be exempted from the provisions of the act, unless the tenant on the court-roll give security for payment satisfactory to the occupier and the commissioners. (Sect. 46).

The rent-charge, if in arrear, is to be recoverable by distress and entry, and perception of the rents and profits, in the same manner as the tithe commutation rent-charge. (Sects. 47, 48, 49).

When the commutation is for a rent-charge, it is to be accompanied by a small fine of a fixed amount, not exceeding 5s., which will remain as a badge of the tenure, and be payable on death or alienation, in respect of each tenement. (Sects. 14, 28).

*Fine.*—The commutation may also be in consideration of a fine payable in respect of the several lands. Its amount may either be fixed by the original agreement, or left, subject to increase or diminution by the valuers, after a certain rate. And it is to be valued in bushels of wheat, barley, and oats, in the same manner as the rent-charge; and variable according to the prices of grain ascertained by the seven years' average published next preceding the time of payment. (Sects. 15, 36).

It may be made payable either on the death or alienation of the tenant, or at some certain periods fixed by the agreement. (Sect. 15). And it is to be payable to the lord of the manor mentioned in the schedule of apportionment. (Sects. 31, 36).

The lord is to have the same remedies for the recovery of the commutation fines, as he now possesses by law for the recovery of fines on death or alienation; (Sect. 26); and, in addition, he is empowered to pursue the like remedies as are authorized for the recovery of fines payable on the admittance of infants, femmes covert, and lunatics, under the 11 Geo. 4 & 1 Will. 4, c. 65, s. 3. (Sect. 63).

The mode of commutation for a fine is not so extensively applicable, nor is likely to be so frequently adopted, as that of commutation for a rent-charge. But, in the case of copyholds for lives, to which it is more particularly adapted, it would have the advantage of substituting a determinate payment that may be provided for with certainty, and variable only with the prices of agricultural produce, for an arbitrary and fluctuating impost that operates most injuriously as a check upon improvement.

The one kind of commutation may be substituted for the other by a supplemental agreement; and the payments of either class may be increased, or the one introduced in addition to the other, by a supplemental commutation of manorial rights not included in the original commutation. (Sect. 64).

### 3. Subject of the Commutation.

The manorial rights, which may be the subject of a compulsory commutation, are, as already mentioned, rents, reliefs, and services, except service at the lord's court; fines, heriots, and pecuniary compositions for heriots; the lord's rights in timber; and, if expressly mentioned in the agreement, his rights in mines and minerals. (Sect. 13).

Any other rights cannot be comprehended in a compulsory commutation, as such; but they may be inserted in the commutation, with the consent of all persons interested, or may be made the subject of a voluntary supplemental commutation. (Sect. 82).

And these rights, which may be the subject of commutation, may be rights in respect of any lands holden of the manor, either by copy of court roll, or by the custom of the manor, or in ancient demesne, or subject to any manorial rights; and, whether held in fee, or for lives, or for years. (Sect. 102).

### 4. Effect of the Commutation.

The effect of the commutation will be, that the lands will thenceforth be discharged from the rights above-mentioned—the lands either within the whole manor, or the particular portion of a manor, when divided by the commissioners; and the lands, not only of tenants who are parties, but also of those who are not parties to the agreement. And, in lieu of such commuted rights, the rent-charge, or the fine, apportioned in respect of each tenement, will, in future, become payable.

The lands will, however, after the commutation, remain parcel of the manor, and continue to be held by copy of court roll, and to be conveyed by surrender and admittance, or otherwise, as before the commutation. (Sect. 79). But they will cease to be subject to customs of borough English and gavelkind, or to any other customary mode of descent, or to any custom relating to dower or freebench, or tenancy by the curtesy; and will thenceforward become subject to the laws of descents, dower, and curtesy, affecting freehold lands; saving the custom of gavelkind in *Kent*; and saving also, in the case of curtesy, dower, or freebench, the rights of any husband or widow, married before the confirmation of the commutation, or of the husband or widow of any person who shall be tenant of the manor at that time. (Ib.)

### 5. Expenses of the Commutation.

The expenses of the proceedings for effecting the commutation are to be paid by the tenants, or the tenants and the lord of the manor, as the parties shall provide in the agreement, subject to the approbation of the commissioners, (sect. 14), or as the commissioners shall direct. (Sect. 65). But if no such provision or direction be made, the expenses will be payable, either by the tenants alone, or by the lord and tenants; and in such proportions between them, as is directed by the 30th section of the act.

The valuers, if so instructed by the commissioners, are to apportion the expenses amongst individual parties. (Sect. 28). And any dispute, as the amount or incidence of the expenses, is to be decided by the commissioners, (sects. 30, 65), who are to certify under their hands the amount to be paid by any person. And, if not paid accordingly, they may be recovered by distress, (sect. 65), or, upon failure of that remedy, by action at law against the party liable. (Sect. 66).

We have already seen, that the person admitted on the court rolls is the tenant who is to be dealt with under the act. And, if he be not himself beneficially interested, he is empowered to recover, by distress or action, against the equitable owner, any expenses with which he may be charged, in respect of the lands of which he is the legal tenant. (Sect. 67). Or, if paid by the occupier, they may be deducted from his rent,



between him and his landlord, in the same manner as payments of the rent-charge. (Sects. 45, 67).

Parties having limited interests, either in the copyholds or the manor, who pay the expenses of commutation, are enabled, with the consent of the commissioners, to charge the amount on the inheritance. (Sects. 68, 69).

## II. VOLUNTARY COMMUTATIONS.

Besides the commutations compulsory on the minority of the parties interested, the act provides also for commutations of another kind, which we have distinguished by the denomination of *voluntary* commutations. These are voluntary on the part of *all* persons *immediately* interested, and are binding only on such of them as actually become parties to the transaction. But they may be effected by parties having only a particular estate, or a limited interest, either in the manor or in the copyholds; and will be binding on the persons entitled in remainder or reversion, if notice be given to such persons in certain cases where it is required. (Sect. 52).

The agreements for these voluntary commutations cannot be entered into, without the consent and sanction of the commissioners. (Sect. 52). But no preliminary meeting of the parties is necessary to their validity.

With regard to the *mode of proceeding*, the agreements for these voluntary commutations, may, for purposes of practical convenience, be described as of three kinds:—

1. *Agreements with a single Tenant: in which case, it is obvious, that no Apportionment is required.*
2. *Agreements with two or more Tenants, containing a Schedule of Apportionment.*

If any number of the tenants of a manor can agree among themselves, not only as to the gross amount to be paid to the lord in respect of their aggregate lands, but also as to the particular sum to be charged on each tenement, this apportionment may be embodied in the agreement, or annexed to it, in the form of a schedule; and the transaction will thus be completed and brought to a conclusion by the agreement itself, without any necessity of resorting to subsequent valuations, apportionments, or other supplementary proceedings. This is, evidently, the most advisable course of proceeding, wherever it can be adopted; and that which is particularly recommended by the commissioners, as preventive of the expense, delay, and trouble likely to occur, where the apportionment is not included in the agreement, but left to be determined by an ulterior process of investigation. And this method may be pursued by all the tenants of a manor, where they can agree, as well as by any portion of them; and thus, a general or manorial commutation be effected in this manner, as well as a partial commutation.

3. *Agreements with twelve or more Tenants, not containing a Schedule of Apportionment.*

If as many as twelve persons, being tenants, or all the tenants of a manor, enter into an agreement with the lord for commutation, and the agreement does not include an apportionment, the commutation may be completed in the following manner:—A schedule of apportionment is to be drawn up by the steward of the manor, and sent by him to the commissioners, and passed by them through the same steps of inquiry and examination as an apportionment made by valuers, except that the commissioners cannot make any amendments or alterations in it, but with the consent of the parties; and, when completed, it is to be confirmed under the seal of the commissioners. (Sect. 52).

Besides an apportionment of the rent-charge or other consideration of the commutation, a voluntary commutation, like a compulsory one, may include in its *terms* an apportionment of the expenses, and a scale of fees to

be in future payable to the steward, with a due regard to his vested interests or just expectations. (Sect. 52).

The *subject* of a voluntary commutation may be not only the manorial rights to which a compulsory agreement extends, but any other rights whatever expressly included in the agreement. (Sects. 52, 82).

The *consideration* of a voluntary, like that of a compulsory, commutation, may be either a rent-charge variable with the price of corn, and accompanied with a fine certain, not exceeding 5s.; or a fine on death or alienation; and the period of payment may be deferred, or the amount made subject to increase or diminution, in specified events, according to the terms of the agreement. (Sect. 52).

Besides an agreement comprising a schedule of apportionment, and a schedule of apportionment prepared by the stewards, the act provides, that the *form* of the instrument by which the commutation is effected, may, with the consent of the commissioners, be either that of a conveyance, such as might be employed for the purpose if the lord were seised in fee, or that of an agreement entered on the court rolls of the manor, with a copy thereof delivered to the tenant. (Sect. 52). The two latter forms seem more particularly adapted to a commutation by a single tenant, or a small number of tenants with common or connected interests. The agreement has this advantage over a deed of conveyance, that the former is exempted from stamp duty, as also is a schedule of apportionment. (Sect. 93).

## III. ENFRANCHISEMENTS.

The principal obstacles that have hitherto impeded the enfranchisement of copyholds, arise in those cases, where either the lord of the manor, or the copyhold tenant, has only a partial interest in the manor or the copyhold; for, if the lord be only tenant for life, and affect to enfranchise, his act will not be binding on those entitled to the manor in remainder or reversion. In order that he may effect an absolute enfranchisement, he must be seised of the manor in fee, or be invested with a power to enfranchise reserved to him by such an owner in fee-simple. On the other hand, although an enfranchisement taken by a copyholder who has only a particular estate, enures in equity for the benefit of the remainder-men, yet it occasions the inconvenience of leaving in his heir-at-law the legal estate of inheritance in the freehold; and the inconvenience is aggravated by the want of any determinate standard or summary process for adjusting the proportion in which the consideration and expenses of the enfranchisement are to be borne by the several successors in the ownership.

Besides this, it becomes necessary, and is the general practice, on a future purchase of the enfranchised estate, to investigate, not only the copyhold title, but also the title to the manor, that the lord may be shewn to have had such an estate as enabled him effectually to enfranchise. And this practice is additionally authorized by the opinion that prevails, that a copyholder, accepting enfranchisement, brings upon his estate the charges and incumbrances affecting the manor.

The act attempts the removal, or the alleviation, of these impediments to voluntary, for it does not contemplate any compulsory, enfranchisement. For this purpose, it contains provisions for enabling the lord and tenant, whatever may be their respective interests, to make and accept enfranchisements, with the consent and under the general control of the commissioners, (sect. 56); for the distribution of the consideration paid for enfranchisement, amongst the persons successively interested under the title to the manor, (ss. 73—75); and for deferring the payment of any portion, or, in some cases, of the whole of the principal of the consideration, where the circumstances of the copyhold title in justice require it. (Sects. 60—63). [It moreover

enacts, that the enfranchised lands shall be held under the copyhold title, "and shall not be subject to any estates rights, titles, interests, or incumbrances affecting the manor." (Sect. 64).

We have said, that the enfranchisements contemplated by the act are altogether voluntary on the part of the persons who effect them. But the method of proceeding in the enfranchisement, and the instruments by which it is carried into effect, approximate closely to those employed in compulsory commutations, if the enfranchisement in hand is of a certain comprehension and extent.

For, if the tenants who are parties to an enfranchisement be less than twelve, not being all the tenants of the manor, the enfranchisement is to be effected by such a deed of conveyance as might be adopted for the purpose, if the lord were seised in fee, (s. 57); and such an instrument would be liable to stamp duty in respect of the interest of each tenant.

But, if the tenants who are parties to the enfranchisement amount to twelve or more, or, being less than twelve, are all the tenants of the manor, the enfranchisement may be effected by a schedule of apportionment, resembling that used in commutations. This schedule may either be the subject of specific agreement between the lord or tenants, or, if it be not agreed upon between them, it is to be prepared by the steward of the manor. (Sect. 56).

In this case, therefore, the instrument of enfranchisement will take one or other of the following forms:—

I. An agreement embodying, or referring to, an annexed schedule of apportionment.

II. A schedule of apportionment alone, as agreed upon by the parties.

III.—1. An agreement for enfranchisement between the lord and tenants, without a schedule.

2. A schedule of apportionment prepared by the steward.

And, whether an agreement combined with a schedule, or a schedule alone, it will be exempt from stamp duty. (Sect. 93).

The apportionment, on the basis of which the schedule is framed, may be made, either by the parties themselves, in their original agreement, or by valuers, to be appointed by them. In the latter case, the whole process of investigation, directed in commutation apportionments, is to be followed as far as it is applicable. (Sect. 56).

Notice of the intended enfranchisement is to be given to the persons entitled in remainder or reversion to the inheritance of the manor or copyhold; and, in case of dissent on the part of such persons, the commissioners have the power of withholding their consent. But, if, upon further inquiry, the commissioners are satisfied that there is no sufficient ground of objection to the enfranchisement, they may, notwithstanding such dissent, allow the enfranchisement to be completed. (Sect. 56). It appears, therefore, that enfranchisements under the act, though voluntary on the part of the persons immediately concerned, may, nevertheless, be compulsory with respect to persons having vested interests in remainder.

Besides the apportionment of the sums to be paid by each tenant, the schedule is to contain statements of the periods when they are to be paid, either the whole or part only, or with interest in the meantime, according to the adjustment of the commissioners; and also of the amount of compensation provided for the steward, and the proportions in which it is to be paid. (Sect. 56).

The schedule, if approved of by the commissioners, is to be confirmed by them under their seal; but they cannot make any alterations or amendments in the schedule without the consent of the parties. (Sect. 56).

A copy of the schedule is to be deposited with the steward, who is to indorse on it memoranda of the pay-

ment of the apportioned sums, which will be a sufficient discharge to the parties making the payment. (Sect. 78).

After the completion of the enfranchisement, either by the confirmation of the apportionment, or the execution of the conveyance, as the case may be, the lands enfranchised will become in all respects of freehold tenure, saving, nevertheless, to the tenant, his rights of common, and so as not to affect any limitations by settlement or will, to which they may be subject, nor any mortgages, which will become mortgages for a corresponding estate of the freehold, except that the charge on the lands for the consideration money is to rank as a first mortgage, (Sects. 70, 71, 72), to the priority of which the mortgages previously existing will be subject. (Sect. 81).

We may observe, in conclusion, that, in proceeding either with a commutation or enfranchisement, a party under a legal disability, having no constituted legal representative, may act by a person appointed by the commissioners. (Sect. 11). And when either the lord or tenant is under a disability, or has only a limited interest, it will become the duty of the commissioners to protect the interests of the expectant or reversionary proprietors; and, in such cases, before confirming the commutation or enfranchisement, the commissioners will require information, both of the value of the property, and the nature of the incidents to which it is subject; and, for that purpose, will require certain returns, (blank forms of which have been issued by the commissioners), to be made to them by the steward and a regularly appointed valuer. B.

## CONSTRUCTION OF THE WILL ACT.

(Continued from p. 25).

### 2. SIGNING AT THE FOOT OR END.

A will being written upon two sides of the same paper, the testator signed his name at the bottom of the first side, and his signature was attested by two witnesses. That side of the paper ended with an unfinished sentence, and the will concluded on the second side, "dated this 11th of April, 1838;" but there was no signature there. The will was clearly void, as not being signed "at the foot or end thereof," according to the requisitions of the 9th section of the act. (*In the Goods of Milward, deceased*, 1 Curt. 912). So, likewise, where the testatrix had signed her name in the margin of the will, probate was refused on motion. (*In the Goods of Judith Wakeling*, 5 Jur. 1164). In some other cases, however, the Prerogative Court has admitted a laxity of interpretation with regard to this requisite, inimical to the purposes therein proposed by the Real Property Commissioners, of putting an end to imperfect and informal testamentary papers. For instance, in a case in the present term, where the will was written on the front sides of two sheets of paper, and the writing covered the paper close down to the end of the second side, so as not to leave room for the signature of the testator and the attestation; and the testator signed his name, and the witnesses subscribed an attestation, at the bottom of the third side, or back of the second sheet; the will was, nevertheless, admitted to probate. (*In the Goods of Carver*, ante, p. 40). In this case, the will was written on a printed paper of instructions for making wills conformably to the new act; and the court remarked, that such printed papers frequently misled testators.

In another case, where a will concluded thus:—  
"Signed, &c., by me, the testator, [Testator's signature.]  
"In the presence of us, [Witnesses' subscriptions.]  
"And I hereby appoint A. B. and C. D. executors."—  
the court did not treat the will as void by reason of the signature not being at the foot or end; but consi-

dered this appointment of executors, written under the signature of the testator, as not forming part of the will, and allowed administration with the will annexed to pass to the residuary legatee, without the clause appointing the executors, upon their consent. (*In the Goods of Howell, deceased*, 2 Curt. 342; S. P., *In the Goods of Warden, deceased*, 2 Curt. 335). Again, where a will concluded with the following attestation clause, in the handwriting of the testatrix:—

"Signed and sealed as and for the will of me, Elizabeth Woodington, in the presence of us,

"[Witnesses]."

Sir Herbert Jenner observed: "The deceased, by placing her name where it stands, seems to have intended that it should answer the purpose of a description, as well as of a signature; and such signature being at the foot or end of the will, and the will being written by the deceased, and acknowledged by her to be her will, in the presence of two subscribing witnesses, I think this is a sufficient acknowledgment of the signature to satisfy the provisions of the statute." (*In the Goods of Woodington, deceased*, 2 Curt. 324).

### 3. SIGNING WITH A MARK.

The stat. 1 Vict. c. 26, s. 9, does not say that the name of the testator shall appear at the foot of the will, and signing with a mark was considered a sufficient signing under the Statute of Frauds, even where the person was able to write. (*Taylor v. Dening*, 3 Nev. & P. 228; S. C., nom., *Baker v. Dening*, 8 Adol. & Ell. 94). Accordingly, *In the Goods of Bryce, deceased*, (2 Curt. 325), where the will was signed by a mark, without the name of the testatrix appearing in any part of the instrument; and the manner of signature was sufficiently accounted for by affidavit, the testatrix being ill at the time, and the paper was identified as being the will of the deceased, it was held, that this was a sufficient signing within the Will Act.

### 4. SIGNING BY ANOTHER FOR THE TESTATOR.

The statute allows a will to be signed for the testator by another person; but it does not say that the signature must be in the testator's name. And where a testator, who was too ill to sign his will, requested another person to sign it for him, which he did, not in the name of the testator, but in his own name, the court inclined to the opinion that this was a sufficient compliance with the act. (*In the Goods of Clark, deceased*, 2 Curt. 329). However, the most correct and safest course appears to be for the amanuensis to sign the testator's name, with a mention in the conclusion of the will, that he did so in the presence and by the direction of the testator.

In a recent case before the Prerogative Court, it happened, that the person who signed the testator's name, at his request, was one of the witnesses who attested the execution of the instrument. Upon this, Sir Herbert Jenner observed: "All that the act requires is, that the will shall be signed by the testator, or by some person for him, in the presence of two witnesses, who shall attest the same; there is nothing which prevents the person making the signature for the testator being one of the witnesses to attest and subscribe the will;" and was of opinion, that this was a good execution under the act. (*In the Goods of Bailey*, 1 Curt. 914). We must, with all submission, beg leave to question the soundness of this decision; for, as a learned commentator upon the act has remarked, (H. Sugden, Law of Wills, 38), "it could not be the intention of the legislature to require the testator to acknowledge the signature of his will by another person, to the very person who had signed it for him." But there seems to be no objection to the amanuensis being a legatee or devisee under the will.

### 5. ACKNOWLEDGMENT OF THE SIGNATURE.

It has sometimes been supposed, that the word "ac-

knowledged" refers only to a signature when made for the testator by another person; but the opinion received in the Prerogative Court, and most generally entertained in other quarters, is, that the acknowledgment by the testator of his own signature, as well as of the signature made by some other person in his presence and by his direction, is sufficient, if attested as required by the act. (*In the Goods of Regan*, 1 Curt. 908). So, likewise, in a case already cited, (*In the Goods of Woodington*, ubi sup.), where the testatrix, having written the will herself, wrote her name in the attestation clause, (which was held to be a sufficient signature), and in the presence of the witnesses acknowledged the will to be her will, and to have been written by her, it was held that this was a sufficient acknowledgment of the signature.

The words, "or acknowledged by the testator," are not in the Statute of Frauds; but, according to the construction put by the courts upon that part of the Statute of Frauds which required the will "to be attested" by witnesses, it was not necessary for the witnesses to see the testator actually sign, but it was enough if he acknowledged his signature before them; and in some modern cases the courts have gone further still, and have held, that any recognition by the testator of the instrument as his act, or even a simple request to witness it, was sufficient for the purpose. The Will Act, on the contrary, expressly enacts, that the signature, if not made, should be acknowledged before the witnesses; and, therefore, it would seem, that the acts which were accepted as equivalents or substitutes for the acknowledgment of signature, imported by construction only into the Statute of Frauds, can hardly, in strict propriety, be admitted to supply the place of the form expressly required by the new act. In the following case, however, the Prerogative Court seems to have applied the rule, furnished by the old cases, to a case falling within the present law.

A testatrix having signed her will, and, on a subsequent day, sent for two persons to attest it; upon their arrival, they said, they were come, as she requested, for the purpose of signing their names as witnesses to her will, which was then produced, to which the testatrix replied: "I am very glad of it, thank God!" and they then subscribed the will. Dr. Addams submitted, that this was a virtual acknowledgment of her signature by the deceased. The act does not expressly require a direct acknowledgment. Suppose a person wrote his will on a sheet of paper, and signed it, and sent for two witnesses, and said: "there is my will, attest it;" would not that be sufficient? Is not the present case, in effect, the same? He cited Bythewood's Conveyancing, [qu. Powell on Devises], by Jarman, Vol. 1, p. 75; and the court being of opinion, that, under the circumstances, the signature was sufficiently acknowledged by the testatrix, under the 9th section of the stat. 1 Vict. c. 26, allowed administration with the will annexed to pass. (*In the Goods of Warden, deceased*, 2 Curt. 334).

But this case is quite irreconcilable with another before the same court, hardly distinguishable in its circumstances, where the court did not refer to the rule of the old authorities, which we have given our reasons for thinking inapplicable, but proceeded simply upon a faithful and rigorous observance of the express words of the act. In the case we allude to, all the deceased did was to request the witnesses to sign their names to the paper, without saying that it was a will, or that the signature was hers; and it was held, that this was not a sufficient compliance with the act. (*In the Goods of Rawlins, deceased*, 2 Curt. 326; S. P. *In the Goods of Mary Harrison*, 5 Jur. 1017).

(To be continued).

## Correspondence.

TO THE EDITOR OF THE JURIST\*.

Sir,—You will greatly oblige me by publishing in your valuable work, the following communication.

Yours, very faithfully, T. STARKIE.

My attention has been drawn to an uncandid and unfair article in the last number of the Law Magazine, which professes to be a criticism on my forthcoming edition of the Law of Evidence. It is *uncandid*, because it imputes the omission of many cases, which have been published whilst the work has been going through the press, and which could not be systematically arranged, except by means of an appendix; advantage is thus taken of the publication of part of the work previous to the Appendix, for charging the negligent omission of cases, which could not be inserted in the body of the work. *Unfair*, because the writer untruefully alleges the omission of several cases which are actually contained in the work.

It is very far from my intention to enter into any discussion with the writer of this article, but, to the profession some explanation is due. Owing to the great accumulation of authorities and statutes relating to the subject, subsequently to the last preceding edition, and also to my own professional engagements, the present edition has been in the press between two and three years, a period much longer than I had anticipated; and, consequently, numerous authorities published during the printing of the work have necessarily been reserved for the Appendix, in which they are already arranged under the same heads, in the same order, and with constant reference to the very pages of the original text—a course adopted in the second edition. I hope, that this course will not be of serious inconvenience to any one who may be disposed to consult the book; and trust, that the profession will suspend their judgment on the work, until the whole shall have been submitted to their consideration.

## Imperial Parliament.

## HOUSE OF COMMONS.

Thursday, Feb. 3.

Sir T. Freemantle gave notice of motion, for the 8th instant, on behalf of the President of the Board of Trade, for leave to bring in a Bill to amend and consolidate the Laws relating to the Trade of the British Possessions in the Colonies.

Also, on behalf of the Chancellor of the Duchy of Lancaster, for the 17th instant, for leave to bring in a Bill for the better Provision of effectually inspecting all Houses, licensed by the Magistrates at Sessions, for the Reception of Insane Persons in England and Wales.

## THE LATE MR. JACOB.

(From the Law Magazine).

He was a man who had accumulated a vast extent of knowledge; and he had the power of recalling, at a moment's notice, any portion of his learning which happened to be required for immediate use. Few men have possessed the faculty of arguing more strongly, or more acutely. He appeared to have peculiar pleasure in the thorough investigation of legal doctrines; and, by the careful consideration of common and statute law, of judicial decisions, and of general reasoning, he was continually aiming at the discovery and establishment of clear and definite legal opinions. Few lawyers met him in consultation without gaining instruction; or

\* As the Law Magazine is published only at intervals of three months, we think that Mr. Starkie is entitled to this opportunity of making an immediate reply to the attack upon his work. We shall take an early opportunity of expressing our own opinion on the new edition.

watched him in the conduct of a cause, without admiring the fertility of his mind in suggesting new and unexpected points of argument. We may add, that the moral qualities of Mr. Jacob, no less than his intellectual ability, commanded admiration. He was, of all men, the most scrupulous and conscientious in the discharge of his duty to his client. No prospect of emolument ever induced him to undertake business which he could not transact in his own person; nor would the inconvenience of length of time induce him to forego a discussion which he believed to be advantageous to his cause. By his amenity of disposition, his uniform good humour, his careful abstinence from irritating and angry remarks, his readiness to impart assistance and advice, and his universal courtesy to all with whom he came in contact, he established, amongst the profession, such feelings of respect and friendship as created universal regret on his retirement, and the deepest sorrow at his melancholy end. He was the person whose early promotion to the bench, in one of the courts of equity, has long been desired, not merely by counsel practising in the court, but also by the leading conveyancers. He was regarded as, of all men, the most capable of securing the doctrines of the law of real property upon a distinct and satisfactory basis. He was possessed of a peculiarly judicial mind, able to weigh arguments one against another; and, by the strength of his memory, and the clearness of his intellect, to survey all the circumstances of a complicated case, spread forth as in a map before him. But, it has pleased Providence to close his career at the moment when he was approaching the threshold of that office for which he had exhibited peculiar fitness. Lawyers will mourn over one whom they would have addressed with confidence and respect; and the country has reason to lament a man of vast attainment and strict integrity, who, had his life been spared, would have rendered great public services in a responsible and exalted station.

## EQUITY SITTINGS, AFTER HIL. TERM, 1842.

## Court of Chancery.

Before the LORD CHANCELLOR, at Lincoln's Inn.

Tuesday ....	Feb. 8	The First Seal.
Wednesday .....	9	
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	Appeals and Causes.
Tuesday .....	15	
Wednesday .....	16	
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	The Second Seal.
Tuesday .....	22	
Wednesday .....	23	
Thursday .....	24	
Friday .....	25	
Saturday .....	26	
Monday .....	28	Appeals and Causes.
Tuesday ...	March 1	
Wednesday .....	2	
Thursday .....	3	
Friday .....	4	
Saturday .....	5	
Monday .....	7	The Third Seal.
Tuesday .....	8	
Wednesday .....	9	
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	Appeals and Causes.
Tuesday .....	15	
Wednesday .....	16	
Thursday .....	17	

Friday .....	18	} Appeals and Causes.
Saturday .....	19	
Monday .....	21	} The Fourth Seal.
Tuesday .....	22	
		Petition Day.

Such days as his Lordship is occupied in the House of Lords excepted.

### Rolls Court.

*Before the Right Hon. the MASTER OF THE ROLLS, at the Rolls.*

Tuesday .....	Feb. 8	Motions.
Wednesday .....	9	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	} Motions.
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	
Wednesday .....	23	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .....	24	
Friday .....	25	
Saturday .....	26	
Monday .....	28	
Tuesday .....	March 1	
Wednesday .....	2	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .....	3	
Friday .....	4	
Saturday .....	5	
Monday .....	7	
Tuesday .....	8	
Wednesday .....	9	} Motions.
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	
		Petitions in General Paper.

Short Causes, Consent Causes, and Consent Petitions, on Wednesday, the 9th February, and every succeeding Tuesday, at the Sitting of the Court.

### Vice-Chancellors' Courts.

*Before the VICE-CHANCELLOR OF ENGLAND at Lincoln's Inn.*

Tuesday .....	Feb. 8	Motions.
Wednesday .....	9	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	} Motions.
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	
Wednesday .....	23	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	24	
Friday .....	25	
Saturday .....	26	
Monday .....	28	
Tuesday .....	March 1	
Wednesday .....	2	} Motions.
Thursday .....	3	
Friday .....	4	
Saturday .....	5	
Monday .....	7	

Tuesday .....	8	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	9	
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	} Motions.
Wednesday .....	16	
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	Petitions.

The Vice-Chancellor of England will hear Unopposed Petitions and Short Causes every Friday previous to the General Paper.

*Before VICE-CHANCELLOR KNIGHT BRUCE, at Lincoln's Inn.*

Tuesday .....	Feb. 8	Motions.
Wednesday .....	9	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	} Motions.
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	
Wednesday .....	23	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	24	
Friday .....	25	
Saturday .....	26	
Monday .....	28	
Tuesday .....	March 1	
Wednesday .....	2	} Motions.
Thursday .....	3	
Friday .....	4	
Saturday .....	5	
Monday .....	7	
Tuesday .....	8	
Wednesday .....	9	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	} Motions.
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	

Vice-Chancellor Knight Bruce will hear Unopposed Petitions and Short Causes every Saturday previous to the General Paper.

*Before VICE-CHANCELLOR WIGRAM, at Lincoln's Inn.*

Tuesday .....	Feb. 8	Motions.
Wednesday .....	9	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	10	
Friday .....	11	
Saturday .....	12	
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	} Motions.
Thursday .....	17	
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	
Wednesday .....	23	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	24	
Friday .....	25	
Saturday .....	26	
Monday .....	28	
Tuesday .....	March 1	
Wednesday .....	2	} Motions.

Thursday .....	3	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday .....	4	
Saturday .....	5	
Monday .....	7	
Tuesday .....	8	Motions.
Wednesday .....	9	
Thursday .....	10	
Friday .....	11	
Saturday .....	12	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday .....	14	
Tuesday .....	15	
Wednesday .....	16	
Thursday .....	17	Motions and Ditto.
Friday .....	18	
Saturday .....	19	
Monday .....	21	
Tuesday .....	22	Petitions.

Vice-Chancellor Wigram will hear Unopposed Petitions and Short Causes every Saturday previous to the General Paper.

### London Gazette.

TUESDAY, FEBRUARY 1.

#### DECLARATIONS OF INSOLVENCY.

JOHN SAMUEL LENNARD, Norfolk Arms, Half Moon crescent, White Conduit-fields, victualler.

JAMES HUNNYBUN, Cambridge, ironmonger.

#### BANKRUPTS.

JOHN DEANE WELLS, George-st., Mansion-house, commission agent, Feb. 17 at half-past 12, and March 15 at 11, Court of Bankruptcy: Off. Ass. Almer; Sol. Heald, 19 and 20, Austin-frirs.—Fiat dated Jan. 27.

JOHN WATES, Old Kent-road, Surrey, victualler, Feb. 8 at half-past 12, and March 15 at 11, Court of Bankruptcy: Off. Ass. Green; Sols. Lucas & Parkinson, 9, Argyle-st., Regent-st.—Fiat dated Jan. 25.

JOHN SPANTON, Bermondsey-st., Surrey, cheesemonger, Feb. 8 at half-past 1, and March 15 at 12, Court of Bankruptcy: Off. Ass. Green; Sol. Cattlin, 39, Ely-place.—Fiat dated Jan. 21.

JAMES JOLLEY, St. Alban's-place, Haymarket, and Pelham-road, Brompton, builder, plumber, painter, and glazier, Feb. 8 and March 15 at 1, Court of Bankruptcy: Off. Ass. Gibson; Sols. Allen & Nicols, 88, Queen-st., Cheapside.—Fiat dated Jan. 25.

EDWARD STRATTON, Longcot, Berkshire, corn dealer, Feb. 18 at 12, Red Lion Inn, Faringdon, and March 15 at 11, Bear Inn, Wantage: Sol. Barnes, Chipping Lamborne.—Fiat dated Jan. 20.

SAMUEL OWEN, Conway, Carnarvonshire, innkeeper and victualler, Feb. 15 and March 15 at 12, Castle Inn, Carnarvon: Sols. Abbott & Co., New-inn, Wych-st., Strand.—Fiat dated Jan. 22.

JOHN HOLT, Liversay, Lancashire, grocer, Feb. 17 and March 15 at 11, Town-hall, Preston: Sols. Neville & Co., Blackburn; Milne & Co., Temple.—Fiat dated Jan. 22.

HENRY ADOLPHUS BUBER, Llandfield, Sussex, maltster, Feb. 18 at 1, and March 15 at 12, Town-hall, Brighton: Sols. Verral & Lewis, Lewes: Millard & Adams, Cordwainers'-hall.—Fiat dated Jan. 15.

RICHARD HAZELL, Ramsbury, Wiltshire, corn dealer and brewer, Feb. 11 at 11, Red Lion Inn, Lambourn, and March 15 at 1, Bear Inn, Wantage, Berkshire: Sols. Edwards, Aldbarn, Wiltshire; Norton & Son, 1, New-st., Biahops-gate-st.—Fiat dated Jan. 19.

CHARLES NICHOLLS, Shrewsbury, Shropshire, flannel merchant, Feb. 12 and March 15 at 11, Guildhall, Shrewsbury: Sols. Cooper, Shrewsbury; Pownall & Cross, 9, Staple-inn.—Fiat dated Jan. 24.

#### MEETINGS.

Richard Maraden, Brynamwr, Llanelly, Breconshire, linen draper, Feb. 24, Castle Hotel, Brecon, ch. ass.—John Brook and Thos. Brook, Stourbridge, Worcestershire, drapers, Feb. 15 at 12, Court of Bankruptcy, last ex.—Chas. Schofield, Kingston-upon-Thames, Surrey, timber and coal merchant, Feb. 3 at 12, Court of Bankruptcy, last ex.—G. B. Bishop and Fras. Eldyard, Southampton, draper, Feb. 4 at 1, Court of Bankruptcy, last ex.—G. W. Bromfield, Blackfriars-road, brush manufacturer, Feb. 4 at 12, Court of Bankruptcy, last

ex.; Feb. 24 at 12, and, ac. and div.—Thomas Potts, Birmingham, metallic tube maker, Feb. 24 at 11, Waterloo-rooms, Birmingham, last ex.—I. Solly and I. Solly, jun., St. Mary-axe, merchants, Feb. 17 at 2, Court of Bankruptcy, aud. ac.—J. Leing and Geo. Leing, Eastcheap, cork manufacturers, Feb. 24 at 12, Court of Bankruptcy, aud. ac.—Pellegrino Rosselli, Lime-st., merchant, Feb. 24 at 12, Court of Bankruptcy, aud. ac.—Edw. Tanner, Fish-st.-hill, ship and insurance agent, Feb. 24 at 11, Court of Bankruptcy, aud. ac.—Hen. Busbridge, Upper North-place, Gray's-inn-road, Gray's-inn-lane, livery stable keeper, Feb. 24 at 11, Court of Bankruptcy, aud. ac.—Geo. Dorrington, Percival-street, printer, Feb. 24 at 11, Court of Bankruptcy, aud. ac. and div.—James Ebenezer Saunders, jun., Upper Thames-street, fish factor, Feb. 23 at 12, Court of Bankruptcy, aud. ac.—John Smith, Deptford-bridge, Kent, hatter, Feb. 23 at 11, Court of Bankruptcy, aud. ac.—Richard Archard Jones, Friday-street, Cheapside, linen and Manchester warehouseman, Feb. 23 at 11, Court of Bankruptcy, aud. ac.—Hen. Shaw, Ulverston, Lancashire, scrivener, March 1 at 12, King's Arms Inn, Lancaster, aud. ac.; at 1, div.—Nathaniel Fraley and Joseph Emery Merchant, Bristol, linen drapers, Feb. 25 at 1, Commercial-rooms, Bristol, aud. ac.—Francis Lee Byrne, Liverpool, wine broker, Feb. 24 at 1, Clarendon-rooms, Liverpool, aud. ac.—John Travis, Oldham, grocer, Feb. 25 at 11, Commissioners'-rooms, Manchester, aud. ac.—John Smith Dainty and John Ryle, Manchester, bankers, Feb. 23 at 11, Commissioners'-rooms, Manchester, aud. ac.—William Richard Ravenscroft, Manchester, banker, Feb. 25 at 11, Commissioners'-rooms, Manchester, aud. ac.—John Atkinson, Greenbank, near Kendal, Westmorland, bobbin manufacturer, Feb. 25 at 11, King's Arms Inn, Kendal, aud. ac.—Rob. Catlow, Leeds, victualler, Feb. 25 at 10, Commissioners'-rooms, Leeds, aud. ac.—John Hawkes, Pall-mall, silk mercer, Feb. 24 at 11, Court of Bankruptcy, fin. div.—James Hammon, Great Portland-st., Oxford-street, plumber, Feb. 24 at half-past 11, Court of Bankruptcy, div.—Joseph Channing Gummer, Hart-street, Mark-lane, wine merchant, Feb. 24 at 12, Court of Bankruptcy, div.—George Howson Garnett, Queen Ann-st., St. Mary-le-bone, chymist, Feb. 24 at 1, Court of Bankruptcy, fin. div.—Thomas Keasley and Joseph Leonard Keasley, Long-lane, Wild's-rents, Bermondsey, tanners, Feb. 24 at half-past 1, Court of Bankruptcy, div.—Christopher Dannit, jun., Talbot Inn-yard, Southwark, hop and seed merchant, Feb. 24 at 2, Court of Bankruptcy, div.—Christopher Hall, Piccadilly, upholsterer, Feb. 22 at 1, Court of Bankruptcy, div.—John Saunders, James Fanner, and Thomas Hosier Saunders, Basinghall-st., and Bradford, Wiltshire, woollen manufacturers, Feb. 26 at 1, Court of Bankruptcy, div.—George Walton, Kingland-road, Shoreditch, timber merchant, Feb. 26 at 12, Court of Bankruptcy, div.—James Green, Greet Winchester-street, merchant, Feb. 26 at 11, Court of Bankruptcy, div.—Thomas Lamplugh, Great Driffeld, Yorkshire, grocer, April 16 at 11, George Inn, Kingston-upon-Hull, aud. ac.; at 12, div.—Abraham Dyson, Sheffield, plater on steel, Feb. 24 at 11, Town Hall, Sheffield, aud. ac.; at 1, first and fin. div.—Edward Clarke, Leamington Priors, Warwickshire, builder, March 3 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.; at 1, first and fin. div.—G. Johnson, Leeds, fruiterer, Feb. 23 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, div.—Richard Coad, Huddersfield, Yorkshire, grocer, Feb. 24 at 10, George Hotel, Huddersfield, aud. ac.; at 11, div.—William Butler and Richard Parke, Birmingham, wine merchants, Feb. 23 at 11, Waterloo-rooms, Birmingham, aud. ac.; at half-past 11, fin. div. joint. est.; at 11, and, ac.; at 12, first and fin. div. sep. est. R. Parke; at 12, and, ac.; at half-past 12, first and fin. div. sep. est. W. Butler.—John Baldwin, Edgbaston, near Birmingham, wire drawer, Feb. 23 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, div.—Joseph Whalley and Benjamin Whalley, Leeds, wool merchants, Feb. 22 at 12, Commissioners'-rooms, Leeds, aud. ac. and fin. div.—John North, Mold-green, near Huddersfield, Yorkshire, fancy cloth manufacturer, Feb. 25 at 2, George Inn, Huddersfield, aud. ac.; at 3, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before Feb. 22.

William Mowbray Potts, Newcastle-upon-Tyne, grocer.—Timothy Bourne, Liverpool, cotton broker.—Wm. Woolton, Birmingham, refiner.—Thos. Bate, Compton, Kinsal, Staffordshire, timber dealer.—J. Brown, Birmingham, victualler.—James Ebenezer Saunders, jun., Upper Thames-street, fish

factor.—*Peter Saunders*, Kingston-upon-Hull, merchant.—*Henry Duncalfe Rushbury*, Fitzroy-place, Southwark-bridge-road, money scrivener.—*John William Horend*, Paradise-st., Lambeth, builder.—*Wm. Fretwell*, Leeds, colonial merchant.—*Edmund William Jennings*, Henrietta-street, Covent-garden, banker.—*Cuthbert Taylor*, Monk Wearmouth Shore, Durham, ship builder.

#### SCOTCH SEQUESTRATIONS.

*George Law*, Morton, Edinburgh, farmer.—*Robert Scobie Bain*, Stirling, grocer.—*Archibald Black*, Glasgow, merchant.—*James Wishart*, Glasgow, wine merchant.—*James Leggate*, Wishawtown, wood merchant.—*Charles Johnston*, deceased, Dundee, merchant.

#### INSOLVENT DEBTORS.

Saturday, January 29, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*James Edgcombe*, Peachell-street, Praed-st., Paddington, stone-mason, No. 52,316 T.; *Wm. Cross*, assignee.—*Walter Plowman*, Green-st., North Audley-street, Grosvenor-square, collar-maker, No. 51,769 T.; *Samuel Martin* and *Samuel Maine*, assignees.—*Thomas L. Rulton*, Albion-terrace, New North-road, gentleman, No. 52,273 T.; *Jos. Beaumont* and *Daniel Sebbon Baker*, assignees.—*Wm. P. Atkins*, Devonshire-street, Bishopsgate-st. Without, carpenter, No. 52,267 T.; *John Ponler*, assignee.—*John Barton*, Providence-row, Finsbury-sq., engineer, No. 51,272 T.; *Charles Edwards*, assignee.—*Chas. Bamfield*, Aldgate, harness-maker, No. 52,258 T.; *Thos. Parkins*, assignee.—*Arthur Ingham*, Upper Stoodley, Halifax, out of business, No. 58,150 C.; *John William Lonsdale* and *William Eastwood*, assignees.—*Saml. Dimmock*, Stoney Stanton, Leicestershire, labourer, No. 57,037 C.; *Ed. Baker*, assignee.—*Hen. Evans*, Sidney's-alley, Leicester-sq., conductor of a lace business, No. 52,279 T.; *Robert Spence*, assignee.—*Isaac Brown*, Park, Stockport, Chester, druggist, No. 55,861 C.; *Wm. Webb*, assignee.—*Jas. B. Craig*, Trafalgar-road, Greenwich, Kent, ale-merchant, No. 49,482 T.; *Henry Seward*, assignee.—*Thos. Saint George Lyster*, Devonshire-street, Paddington, captain in the army, No. 14,140 T.; *Samuel Sturgis*, new assignee, in the room of *John Prosser* and *William Jones*, deceased.—*Alexander Hunt*, Stoke-upon-Trent, Staffordshire, out of business, No. 55,017 C.; *John Deggs*, new assignee, in the room of *J. Beardsmore*, deceased.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Feb. 22 at 9.

*Saml. Alex. Bell*, Upper Manor-st., Chelsea, out of business.—*Hen. Corsten*, Hyacinth-villa, Shepherd's-bush-green, seedsman.—*Wm. Watts*, Capland-street, Marylebone, out of business.—*Lewis Girling*, Broad-st., Golden-square, coach-lace-maker.—*Daniel Lyas*, Richmond-st., Walworth, Surrey, tailor.—*Michael Reilly*, Golden-buildings, Strand, out of business.—*Daniel Gregory*, jun., Hayes, near Hillingdon and Uxbridge, out of business.—*Hen. Saunders*, Shoe-lane, shoemaker.—*Wm. Hannen*, Circus, Minorities, out of business.—*Wm. Ritchie*, Rupert-st., Haymarket, licensed victualler.

Feb. 24, at the same hour and place.

*Thomas G. Roach*, London-road, Newington-butts, out of business.—*John Lowe*, Piccadilly, out of business.—*Charles Tasker*, Woodcote-end, Epsom, Surrey, general agent.—*Abraham Jacobs*, Angel-place, Valentine-place, Webber-st., Blackfriars-road, Surrey, fruiterer.—*John Green*, High-st., Notting-hill, out of business.—*Jean Baptiste Tailfer*, Moorgate-street, Finsbury, French master.—*Thos. Buckton*, Prospect Cottage, Shepherd's-bush, Hammersmith, cabinet-maker.—*Wm. Peter Bonnyton*, St. Mary-st., Whitechapel, blacking manufacturer.—*Jas. Gruby*, Grange-walk, Fendall-st., Bermondsey, Surrey, out of business.—*John Henin*, Broadway, Deptford, Kent, tobacconist.

Court-house, RICHMOND, Yorkshire, Feb. 24 at 10.

*Matthew Deacon*, Richmond, milkman.

#### INSOLVENT DEBTOR'S DIVIDEND.

*John Viney*, Francis-street, Tottenham-court-road, timber-dealer, Feb. 3, Surman's, New-square, Lincoln's Inn: 3s. 9½d. in the pound.

#### MEETINGS.

*Thomas Bishop*, Raleigh, Essex, grocer, Feb. 17 at 11, Wood's, Rochford, sp. aff.—*Rev. Kenneth M. R. Tarpley*, Albany-street, Regent's-park, vicar of Flore, Feb. 19 at 10, Becke's, Northampton, sp. aff.

FRIDAY, FEBRUARY 4.

#### DECLARATION OF INSOLVENCY.

**WILLIAM THOMPSON**, Princes-street, Spitalfields, hat-manufacturer.

#### BANKRUPTS.

**JOSEPH CHARLES CLARKE**, Water-lane, Great Tower-street, wine, spirit, and beer-merchant, Feb. 11 at 11, and March 18 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sol. Donne, 28, New Broad-street.—Fiat dated Feb. 3.

**THOMAS SEDDON** and **GEORGE SEDDON**, Calthorpe-place, Gray's Inn-road, upholsterers and cabinet-manufacturers, Feb. 11 at half-past 10, and March 18 at 11, Court of Bankruptcy: Off. Ass. Graham; Sols. Lawrence & Blenkarn, 32, Bucklersbury.—Fiat dated Feb. 3.

**EDWARD MALLAN**, Great Russell-street, Bloomsbury, dentist, Feb. 16 at 1, and March 18 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sol. Whittington, 2, Dean-street, Finsbury-square.—Fiat dated Jan. 31.

**RICHARD IRWIN** and **JOHN GOULD IRWIN**, Manchester, drapers, Feb. 19 and March 18 at 2, Commissioners'-rooms, Manchester: Sols. Slater & Heelis, Manchester; Milne & Co., Temple.—Fiat dated Jan. 29.

**DAVID DAVIES**, sen., and **DAVID DAVIES**, jun., Glanclywedog, Llanidloes, Montgomeryshire, flannel-manufacturers, Feb. 23 and March 18 at 11, Oak Inn, Welshpool, Montgomeryshire: Sols. Drew & Woosman, Newtown, Montgomeryshire; Weeks, Cook's-court, Lincoln's Inn.—Fiat dated Jan. 17.

**JOHN HAYWARD**, Milverton, Warwickshire, miller, Feb. 14 and March 18 at 12, Lansdown Hotel, Leamington, priors: Sols. Forder, Leamington; Rushworth, 10, Staple-inn.—Fiat dated Jan. 13.

**WILLIAM HEAP**, **JOHN ROBERTS**, and **WILLIAM ROBERTS**, Padiham, Lancashire, cotton-spinners, Feb. 22 at 2, and March 18 at 12, Court-house, Burnley: Sols. Alcock & Dixon, Burnley; Cragg & Jeyes, 4, Harpur-st., Red Lion-square.—Fiat dated Jan. 25.

**JOHNATHAN NASH** and **ROBERT LUCAS NASH**, Bristol, brewers, March 1 at 1, and March 18 at 2, Commercial-rooms, Bristol: Sols. Goldrey & Fellows, Chippenham, Wiltshire; Hillier & Co., 6, Raymond-buildg., Gray's Inn.—Fiat dated Jan. 28.

**THOMAS CHESHIRE**, Smethwick, Harborne, Staffordshire, miller and baker, Feb. 11 and March 18 at 12, Waterloo-rooms, Birmingham: Sols. Unett & Sons, Birmingham; Tooke & Son, 39, Bedford-row.—Fiat dated Jan. 26.

**JAMES BUCKETT**, Great Bourton, Oxfordshire, sheep-dealer, Feb. 21 and March 18 at 11, White Lion Inn, Banbury: Sols. Walford & Beasley, Banbury; Cox & Williams, 62, Lincoln's Inn-fields.—Fiat dated Jan. 18.

#### MEETINGS.

*Richd. Smith* and *Stephen Marshall*, Austin-friars, City of London, Russia brokers, Feb. 14 at 11, Court of Bankruptcy, pr. d.—*Anthony Lee*, Guildford, Surrey, banker, Feb. 14 at 2, Court of Bankruptcy, pr. d.—*Peter Saunders*, Kingston-upon-Hull, merchant, Feb. 15 at 1, Court of Bankruptcy, pr. d. of *Donald Kennedy*.—*G. Winder*, Hackney-road, jeweller, Feb. 10 at 1, Court of Bankruptcy, last ex.—*Aug. Frederick Hemming*, Chiswell-street, Finsbury, elastic surgical instrument-maker, Feb. 15 at 11, Court of Bankruptcy, last ex.—*Adolphe Lawrier* and *Jos. Lock*, Wood-st., City of London, importers of foreign goods, Feb. 15 at 12, Court of Bankruptcy, last ex.—*Wm. Nicholson*, Leeds, Yorkshire, banker, March 11 at 10, Commissioners'-room, Manchester, last ex.—*Wm. Smith Batson*, *John Wilson*, and *J. Langhorn*, Berwick-upon-Tweed, bankers, March 8 at 11, King's Arms Inn, Berwick-upon-Tweed, last ex.—*Alexander Smith* and *William Monteath*, Oxford-street, Middlesex, linen-draper, Feb. 25 at 12, Court of Bankruptcy, aud. ac. and div.—*Chas. W. Taylor*, Epping, Essex, draper, Feb. 28 at 2, Court of Bankruptcy, aud. ac.—*John Page*, St. Alban's, Hertfordshire, auctioneer, Feb. 28 at half-past 1, Court of Bankruptcy, aud. ac.—*Geo. John Bennett*, York-st., Portman-square, St. Marylebone, lodging-house-keeper, Feb. 28 at half-past 2, Court of Bankruptcy, aud. ac.—*Hugh Mackay*, Liverpool, and *A. F. Mackay*, Glasgow, merchant, Feb. 26 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Nath. Fraley* and *Jos. E. Merchant*, Bristol, linen-draper, March 1 at 1, Commercial-rooms, Bristol, aud. ac.—*Adam Thwaites*, Newcastle-upon-Tyne, brewer and porter-merchant, Feb. 28 at 1, Bankrupt



Commission-room, Royal-arcade, Newcastle-upon-Tyne, and ac.—*R. M' Lachlan*, Liverpool, licensed victualler, March 1 at 12. *Cherndon-rooms*, Liverpool, aud. ac.—*Robert Lucas*, Bristol, ironmonger, March 1 at 2. *Commercial-rooms*, Bristol, aud. ac.; March 4 at 1, div.—*Rich. B. Watson*, Leeds, share broker, March 1 at 2. *Commissioners'-rooms*, Leeds, aud. ac.—*Benz. Jacques*, Nottingham, *John Cotton*, Nottingham-park, and *Thomas B. Oliver*, Quornod, Leicestershire, hosiers, Feb. 28 at 12, George the Fourth Inn, Nottingham, aud. ac.—*Sam. Chadwick*, *Jas. Chadwick*, and *John Chadwick*, Heywood, Lancashire, cotton-spinners, Feb. 26 at 10. *Commissioners'-rooms*, Manchester, div.; at 11, aud. ac.—*Robt. Brown*, Kingston-upon-Hull, bookseller, Feb. 26 at 11, George Inn, Kingston-upon-Hull, aud. ac.—*Jos. Booth*, sen., *Jos. Booth*, jun., and *S. Booth*, Leeds, stuff manufacturers, Feb. 25 at 1. *Commissioners'-rooms*, Leeds, aud. ac.—*James Robertshaw* and *John Rutherford*, Oxford-st., hosiers, Feb. 25 at 12, Court of Bankruptcy, fin. div.—*Theophilus Gamauf*, Fetter-lane, wholesale furrier, Feb. 25 at 1, Court of Bankruptcy, div.—*Thos. Morris* and *Rich. Nicholson*, Barton-upon-Humber, Lincolnshire, bankers, Feb. 28 at 11, Court of Bankruptcy, fin. div.—*J. Heap*, jun., Manchester, merchant, Feb. 26 at 2. *Commissioners'-rooms*, Manchester, pr. d.; at 3, aud. ac.—*Thos. Welch* and *J. Sells*, Manchester, cotton spinners, Feb. 28 at 10. *Commissioners'-rooms*, Manchester, pr. d.; at 11, aud. ac.—*Henry Medley* and *Wm. Backhouse*, Leeds, oil merchants, March 1 at 10. *Commissioners'-rooms*, Leeds, aud. ac.; at 11, first div. joint est.; first and fin. div. sep. est. *H. Medley*—*J. Wrigglesworth*, Leeds, cheese and bacon factor, Feb. 25 at 11. *Commissioners'-rooms*, Leeds, aud. ac. and fin. div.—*Wm. Caton*, Preston, Lancashire, iron-monger, March 1 at 1, Town-hall, Preston, aud. ac. and div.—*Thos. Burnard*, Bideford, Devonshire, merchant, March 3 at 2, New Inn, Bideford, aud. ac.; at 3, div.—*Thos. Carr* and *W. H. Carr*, Dewsbury, woollen manufacturers, March 26 at 1. *Commissioners'-rooms*, Leeds, aud. ac.; at 2, div.—*G. Andrews*, Hurmister Marshall, Dorsetshire, woolstapler, March 1 at 11, Greyhound Inn, Blandford Forum, aud. ac.; at 2, fin. div.—*Wm. Fred. Reuss*, Liverpool, merchant, Feb. 28 at 1. *Cherndon-rooms*, Liverpool, div.—*Sam. Mead* and *Wm. Mead*, Liverpool, iron-merchants, Feb. 26 at 1. *Clarendon-rooms*, Liverpool, div. sep. est. *S. Mead*—*J. T. Tyngmar*, Brighton, tea dealer, March 14 at 12, Town-hall, Brighton, div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Feb. 25.*  
*J. Lamm*, Newcastle-upon-Tyne, ship and insurance broker.  
*John Griffiths*, Quadrant, Regent-st., milliner.—*Robert Powell*, Brighton, linen draper.—*Leopold Schwabacher*, North American Coffee-house, Minorities, wine merchant.—*J. Buckley*, Manchester, and *Todmorden*, cotton and worsted manufacturer.—*Robt. Stockdale*, Crosby-sq., merchant.—*Edward Tapp*, Great White Lion-st., Seven-dials, licensed victualler.  
*E. Botham*, Speenhamland, Berkshire, innholder.

## PARTNERSHIPS DISSOLVED.

*Jos. J. Arnold* and *Henry R. Burn*, attorneys and solicitors.  
*Chas. Shaw* and *Wm. H. Phillips*, Fish-st.-hill, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*Andrew Mowat*, Glasgow, wholesale tea dealer.—*William M'Queen*, Inverkeithing, shipwright.

## INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Feb. 25 at 9.*

*Thos. Query*, King-st., Southwark, brass and cock founder.—*P. Kift*, Great Portland-st., Oxford-st., out of business.—*Henry Young*, Maidstone, furniture broker.—*John M. Jones*, Wellington-place, East-st., Walworth, commission agent.—*O. Owen*, Tower-shades, Tower-hill, victualler.—*John Birch*, York-st., City-road, carman.—*Wm. Barton*, Bridge-house-place, Newington-causeway, upholsterer.—*Wm. Thompson*, Bishopgate-st. Without, out of business.—*Richard Ingram*, Northampton, eating-house keeper.—*P. Barnes*, York-place, New-road, Pentonville, architect.

*Feb. 28, at the same hour and place.*

*John Milner*, Trinity-place, Charing-cross, purser in the royal navy, on half-pay.—*John Levington*, Whitechapel-road, out of business.—*S. W. Faxon*, Park-village, Regent's-park, surgeon.—*Wm. Woodham*, Regent-st., Vincent-sq., Westminster, tailor in the Stamp-office, Somerset-house, Strand.—*John Candy*, East-cliff, Horse-bay, Kent, carpenter.—*Geo.*

*Miles*, Broadway, Westminster, assistant to a cheesemonger.—*T. S. Davies*, South Charlton, Kent, mathematical master at the Royal Military Academy, Woolwich.—*J. Long*, Little Chester-st., Grosvenor-place, Belgrave-sq., porter.—*Samuel Masters*, Sutton, Surrey, carpenter.—*Joseph Bryant*, Acton, agricultural labourer.

*Court-house, YORK CASTLE, (County), Feb. 21 at 10.*

*J. Pearson Horsfall*, Dewsbury, Yorkshire, out of business.

*Court-house, CARMARTHEN, (County), Feb. 28 at 10.*

*David Lewis*, Llanarthney, out of business.—*Jas. James*, Newcastle, writer.—*T. Davies*, Disquiffa, Llanelley, farmer.—*Evan Lewis*, Abergwelly, labourer.—*R. Holiday James*, Llanelley, clerk.—*Wm. Rees*, Llynoleachaf, Llanfangel Rhos-i-com, farmer.—*Eliz. Jones*, widow, Blaenkaime, near Llangeller.

*Court-house, CARMARTHEN, (Borough), Feb. 28 at 10.*

*David Jones*, Carmarthen, butcher.—*Jas. Edward Moreton Douglas*, Knightsford, New Church, gentleman.—*R. Howells*, Kidwelly Vach, hatter.—*Wm. Thomas*, Black Bull Tavern, Carmarthen, victualler.—*Dev. Morgan*, Carmarthen, saddler.

*Court-house, BRECON, Brecknockshire, Feb. 25 at 10.*

*Rich. Prichard*, Llechfane, Llanhamlach, carpenter.—*David Scott*, Brecon, grocer.—*Mary Kitchingman*, widow, Mason's Arms, Brognllis, innkeeper.

*Moot-hall, NEWCASTLE-UPON-TYNE, Northumberland, Feb. 28 at 10.*

*Thos. Snaith*, Bellingham, out of business.—*John Nixon*, High-town, Haltwhistle, labourer.—*R. Graham*, jun., Holy-stone, Alevinton, out of business.—*J. Snaith*, Woolar, tailor.

*Court-house, NEWCASTLE-UPON-TYNE, Feb. 28 at 10.*

*Chas. Atkins*, Newcastle-upon-Tyne, groom.—*John Storey*, Newcastle-upon-Tyne, schoolmaster.—*J. Baker*, Newcastle-upon-Tyne, brass founder.—*Sam. Sterling*, Newcastle-upon-Tyne, bookseller.—*Geo. Halliday*, Westgate, bricklayer.—*G. Halliday*, Newcastle-upon-Tyne, dealer in hay and straw.—*A. Tait*, Arthur's-hill, Westgate, shopman to a linen draper.—*Chas. Barnasconi*, Westgate, hawker.—*J. Hogg*, Newcastle-upon-Tyne, upholsterer.—*Pel. Tait*, Newcastle-upon-Tyne, cabinet maker.—*Wm. Donkin*, Gateshead, Durham, labourer.—*Sam. Cook*, Westbrook, out of business.—*W. Dunn*, Stepney Ouse-burn, joiner.—*W. Graham*, Newcastle-upon-Tyne, publican.—*John Mawson*, Westgate, chymist.—*Rob. Nixon*, South Stockton, Yorkshire, carman.—*J. Watson*, Newcastle-upon-Tyne, labourer.—*Rob. Watson*, Bank-side, Castle Garth, bricklayer.—*Rob. Frazer*, Newcastle-upon-Tyne, carver and gilder.—*John Young*, Newcastle-upon-Tyne, jeweller.

*Court-house, DURHAM, (County), Feb. 25 at 10.*

*Matthew Bell*, South Shields, innkeeper.—*John Richmond*, Seaton Carew, gentleman.—*John Ayre*, Bishop Wearmouth-green, surgeon.—*Rob. Cooke*, Durham, paper manufacturer.—*Dorothy Atkinson*, spinster, Durham, following no employment.—*Rich. Heslop*, South Church, out of employment.—*J. Spark*, Sunderland near the Sea, grocer.—*Rob. Bayles*, West Auckland, draper.—*Wm. Rivers*, Summerhouse, near Darlington, mason.—*Ann Storey*, widow, Bishop Wearmouth, in no employment.—*Rob. Howdon*, South Shields, auctioneer.—*John Harbron*, Bishop Wearmouth, out of business.—*John Dalkin*, Durham, rope and twine maker.—*Wm. Botcherby*, Durham, mason.—*Matt. Poulouche*, Durham, hawker.—*Th. Trotter*, Felling Shore, trimmer.—*Rich. Hardy*, North Wearmouth, shipwright.—*Geo. Tyme*, White-hill-cottage, farmer.—*Matt. Peacock*, Hartlepool, innkeeper.—*Thos. Kay*, Wolviston, joiner.—*Matthew Eales*, Durham, publican.—*John Newby*, Barnstaple, husbandman.—*D. Linsley*, South Shields, baker.—*J. Shefto*, Bishop Wearmouth, tailor.—*Ad. Elliott*, Durham, publican.—*T. Wright*, Stockton-upon-Tees, schoolmaster.—*John Park*, Darlington, stone mason.—*Th. Moore*, Durham, contractor for the working of stone for Coxhoe Colliery.—*Leonard Armstrong*, Weakerley Spring-cottages, near Shotley-bridge, Northumberland, joiner.—*R. Sheldon*, Ayres-quay, near Sunderland, assistant to a grocer.—*Joseph Rivers*, jun., Hope-town, near Darlington, sawyer.—*Jas. Alexander Legender*, Sunderland near the Sea, master mariner.—*Joseph Worthey*, Darlington, countryman.

## INSOLVENT DEBTORS' DIVIDENDS.

*Jas. Bewick*, Sunderland, Durham, dealer in hats, Feb. 12, Dobbing's, Sunderland: 5s. 4d. in the pound.—*Jos. Thomas Watson*, master in the Royal Navy, Jan. 29, Vernon's, Charing-cross: 4s. 6d. in the pound.—*Peter Rigby*, Liverpool, commander in the Royal Navy, Feb. 7, Kenyon and Stone's,

Liverpool: 7s. 3d. in the pound.—*John Mainwaring, jun.*, Bath and Bristol, commission agent in the jewellery business, Feb. 10, Bicknell and Co.'s, Lincoln's-inn-fields: 1s. 10½d. in the pound.—*Charles Holmsted*, Beaumont-square, Mile-end-road, flour factor, Feb. 10, Church and Sons', Colchester: 7s. 11d. in the pound.

## MEETINGS.

*Thomas Brookes*, Woolhope, Hereford, yeoman, Feb. 23 at 11, Jackson's, Kyrle-street, Ross, Hereford, sp. aff.—*John Diver*, Thetford, Norfolk, brazier, Feb. 21 at 12, Wortley's, Tombland, Norwich, sp. aff.

## LAW BOOKS.

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# The Jurist

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LONDON, FEBRUARY 12, 1842.

Is a case now pending before the Lord Chancellor, (*Herring v. Cloberry*), a discussion has arisen on the question, what is inadmissible in evidence on the ground of being a privileged communication. No point in the intricate and much debated Law of Evidence offers greater intricacies, or has been the subject of greater conflict of decision, than this; and it can hardly yet be said to be settled.

The general result of the authorities, at present, seems to be this, that, as to the parties themselves, where the course of proceedings permits them to be compelled to give evidence against themselves, they are compellable to disclose such communications made confidentially to their legal advisers, as have been made without reference to existing or contemplated litigation; but, that they are not compellable to divulge such communications, if made in reference to an existing or contemplated litigation. And that, as to the counsel, attorneys, or solicitors of the parties, they are not compellable to divulge matter communicated, or come to their knowledge, in their character of legal advisers, whether made or not in, or in contemplation of, litigation. (See *Bolton v. Corporation of Liverpool*, and *Grundy v. Gasbell*, 1 My. & K. 88, 98; *Nias v. Northern and Eastern Railway Company*, 3 My. & C. 385; and Phil. Evid., 8th ed., c. 2, s. 3).

Such seem to be the general rules of the Courts of Law and Equity on this subject; but, it must be observed, that, in addition to the difficulty arising from some conflict of authority, as to whether the privilege, as it affects disclosures by attorneys, is general, or is limited to the circumstances communicated to them in reference to the suit, there is, in every case, a further difficulty in determining whether the facts communicated themselves, or the mode in which the knowledge of them has been acquired, are such as to bring the

case within the rule, that the knowledge must have been acquired by the legal agent strictly in his character of legal agent.

It is not, however, our present purpose to investigate in detail what is the law on this subject, but to examine the reason of the law; and we confess, that to us it seems that great doubts may be entertained whether the whole foundation of the doctrine is not based on false reasoning.

Mr. Phillips, in his work on Evidence, (8th edit. p. 173), thus states it:—"Communications made on the faith of that professional confidence which a client reposes in counsel, attorney, or solicitor, are not allowed to be revealed in a court of justice to the prejudice of the client. The expediency of this rule must depend, not on the impropriety of violating the confidence reposed, but on a consideration, that the collateral inconvenience which would ensue, if no such confidence were reposed, would preponderate over the direct mischief produced by the chance of misdecision or failure of justice resulting from the want of evidence. If, in the cases within the operation of the rule, the only confidence reposed was a confession of guilt or dishonesty, the rule would be obviously detrimental to the interests of justice; but it is conceived, that, in a multitude of instances, a person possessed of just rights would be materially impeded in vindicating them, if every communication made to his professional adviser might be used against him; if such were the law, it would be necessary, in self-defence, to accompany all communications made to a professional adviser with a statement of the several circumstances and explanations, which, however unnecessary for the purpose of the communication, would be requisite to prevent it from being unfairly used."

And Lord Brougham, in the great case of *Bolton v. Corporation of Liverpool*, (1 My. & K. 88), addressing himself to the argument, that a party should be compelled to produce cases laid by him before counsel in

contemplation of proceedings, makes the following observations:—"It seems plain, that the course of justice must stop, if such a right exists. No man will dare to consult a professional adviser with a view to his defence, or to the enforcement of his rights. The very case which he lays before his counsel, to advise upon the evidence, may, and often does, contain the whole of his evidence; and may be, and frequently is, the brief with which that or some other counsel conducts his cause. The principle contended for, that inspection of cases, though not of the opinions, may always be obtained as of right, would produce this effect, and neither more nor less, that a party would go into Court to try the case, and there would be the original of his brief in his own counsel's bag, and a copy of it in the bag of his adversary's counsel. Nay, as often as a party found himself unprepared, or suspected that something new had come to his adversary's knowledge, he might (at least if he were plaintiff) postpone the trial, and obtain a discovery of these new circumstances, which, in all likelihood, had been laid before counsel for advice. If it be said, that this Court compels the disclosure of whatever a party has at any time said respecting his case—nay, even wrings his conscience to disclose his belief, the answer is, that admissions not made, or thoughts not communicated to professional advisers, are not essential to the security of men's rights in Courts of Justice. Proceedings for this purpose can be conducted in full perfection, without the party informing any one of his case, except his legal advisers. But without such communication, no person can safely come into a Court, either to obtain redress or to defend himself."

Now, the substance of these reasonings appears to be, that communications made by a party to his legal advisers, in their character as such, are to be privileged; because, if they are not, a person will not venture to communicate to his legal adviser all the facts of which he possesses a knowledge; that is, he will not be able to communicate to him, in safety, that information which weakens his own case; and, being thus obliged to leave him in the dark, as to his weak points, the legal adviser will be unable to make so good a case for the client as he could, if possessed of full knowledge of the whole. Now, if the principle and end of judicial investigation were, that each party should be able to tell his own story as advantageously as possible for himself, not informing the Court of the real facts, but only of so much of them as supports the case of the party, no doubt, it would be consistent with such a principle, that the confidential communications of the litigant to his advisers should be protected by privilege. But if, on the contrary, the true end of a judicial inquiry is, that the Court may learn the facts, and having learned them, may administer the law accordingly, then what argument of convenience to parties can be put in competition with the overwhelming importance of the Court's being enabled to obtain full knowledge of the true facts? And on what principle of justice can a rule be approved, the very essence of which is to give to a party the advantage of coming into court in the form best calculated to deceive that Court?

It is quite clear, that, in so far as the communications of the client to his adviser are of matters which give the client an advantage over his opponent, he has no interest, and will make no endeavour to conceal them. It is only where the circumstances communicated are

such, that, if known, they would, pro tanto, turn the decision of the right against him, that there is any desire to withhold them. The only object, indeed, of ever communicating such circumstances, is to enable the adviser so to shape his case, upon the evidence which he puts forward, and so to manage the bringing forward of that evidence, as to avoid, in the remotest degree, anything that shall call the attention of the adversary, or of the Court, to the dangerous evidence; for no prudent man would communicate facts prejudicial to his own case, even to his counsel, except on the assumption, that, if unpaired with a knowledge of those facts, the counsel might, by reason of his ignorance of them, so shape his case as, inadvertently, to shew, that there were facts inconsistent with the case made. Therefore, the whole effect of shutting out evidence, on the ground of privilege, is to enable one or both parties to commit a fraud upon the Court, and to make the hearing of the cause a hearing on an assumed state of facts.

Lord Brougham's observation, that, if the rule were not as it is, "no man will dare to consult a professional adviser with a view to his defence, or to the enforcement of his rights," would, we admit, be true, if applied to the case of a man seeking to enforce merely apparent rights, but not if applied to the case of one having a solid right. A right, founded on the concealment of facts, which, if known, would destroy it, can hardly be considered such a right as a Court of justice should be astute to surround with protection; and if a man holding under such a right, were indirectly precluded from protecting his unfounded title, by the difficulty of so instructing legal advisers as to enable them to keep its defect out of view, it would, after all, only amount to laying down as a rule, that the law will not assist a party in asserting and maintaining as a right, that which, in truth, is no right at all.

## CONSTRUCTION OF THE WILL ACT.

(Continued from p. 34).

### 6. ATTESTATION.

The act required to be done in the presence of the witnesses is the signature of the testator. Their attestation and subscription, therefore, would seem obviously to have reference to that act, and to be an act which ought to be done subsequently to the other, and which would be unmeaning and ineffectual till the other is performed. In a recent case of rather a singular kind, where the witnesses signed first, and after them the testator, Sir Herbert Jenner refused probate on motion, and reserved the question of the validity of the will for the judicial opinion of the court. (*In the Goods of Olding*, 5 Jur. 1017)\*.

The 9th section of the act does not expressly require that the witnesses should subscribe their names at the same time; but the natural construction of the words of that clause appears to be, that, when the signature is made or acknowledged, the witnesses shall then attest and subscribe, not one at one time and one at another. Accordingly, where a testator signed his will in the presence of one witness only, who subscribed it, and afterwards, on a subsequent day, acknowledged his signature in the presence of the same witness, who did not then subscribe it, and of another, who did, it was doubted whether this was a sufficient compliance with the act, and probate was refused. (*In the Goods of Allen, deceased*, 2 Curt. 231).

In the interpretation of that part of the 9th section, which requires the witnesses to subscribe "in the presence" of the testator, the same principles of construction seem likely to be adopted as were established with reference to the same words in the Statute of Frauds.

\* See some observations on this case, *Jurist*, vol. 5, p. 1049.

Thus, where a will was executed by the testator in the same room where the witnesses were, and they attested the will in that room, this was an execution "in the presence" of the witnesses, and an attestation "in the presence" of the testator, although, by reason of the curtains of the bed in which the testator was lying being drawn, the witnesses could not actually see the testator sign, nor the testator actually see the witnesses sign. (*Newton v. Clarke*, 2 Curt. 320). On the other hand, where the testator signed in the presence of two witnesses, but they then removed into another room, where they subscribed their names as witnesses, this was held an invalid attestation. (*In the Goods of Newman, deceased*, 1 Curt. 914). If, however, the witnesses, after they withdrew into an adjoining room, were in such a situation in that room that the testator might have seen them from the room where he was, the subscription would, agreeably to the rule established by *Shires v. Glascock*, and that class of authorities, be valid, though he did not actually see them. But it is observable, according to the same authorities, that, when the testator signed, or acknowledged his signature, it was considered that he ought to be actually, and not merely constructively, present. And, therefore, even if we adhere to the old rule of construction, without taking up any more independent ground, the doctrine of constructive presence cannot be properly applied to that part of the 9th section, which requires the signature, or acknowledgment of the signature, of the testator, to be "in the presence of the witnesses."

The reasons which render it advisable, (notwithstanding the provision of the act, that no form of attestation is necessary), to insert a written attestation stating the essential circumstances of the execution, acquire an additional force from the practice adopted in the Ecclesiastical Courts. For, although the will is signed at the foot, and the names of two witnesses subscribed as having attested the will, yet, if there be no attestation clause, or if the attestation clause do not fully state the observance of all the requisite particulars, the Court of Probate will require an affidavit to shew that the statute was complied with. If it appear from such affidavit, though ex parte only, that the statute was not complied with in all respects, the court will refuse probate; but it will not, on motion upon affidavit ex parte, that the will was not duly executed, decree administration of the effects of the deceased, as dead intestate: for that the court cannot do unless the will is propounded. (*In the Goods of Ayling, deceased*, 1 Curt. 913).

If the formalities were correctly fulfilled, one of the witnesses, or the surviving witness, will be competent to depose to all the material facts. In the event of the death of both the witnesses, it is probable that the Court of Probate would shape its practice conformably to the rule prevailing in the superior courts, and admit proof of the witnesses' handwriting as sufficient, upon a consideration of the circumstances of the case, to warrant the conclusion, that the necessary forms were duly observed.

#### 7. ALTERATIONS, OBLITERATIONS, &c.

Interlineations and alterations in a will, made after its execution, must, by the 21st section of the act, be executed and attested in the same manner as a will; but if the alterations are deposed to by affidavit (in which both the witnesses should join) as having been made before the execution, probate may pass with the alterations, as stated in the affidavit. (*In the Goods of Ibbotson, deceased*, 2 Curt. 337; *In the Goods of Maria Rhodes*, 5 Jur. 1041).

Where the will itself was made before 1838, it may be shewn by evidence on affidavit, and from collateral circumstances, that an unattested and undated alteration in it was made subsequently to the commencement of the operation of the new act. (*In the Goods of Dyer*, 5

Jur. 1016). And in such case, (the alteration being invalid, "except so far as the words or effect of the will before such alteration shall not be apparent"), the obliterations and erasures may be carefully examined, with glasses if necessary, by persons accustomed to inspect writings, in order to ascertain how the will originally stood; and probate shall pass with the obliterated and erased passages restored, if they can be made out; but if it cannot be discovered what those parts originally were, probate must pass with those parts in blank. (*In the Goods of Ibbotson*, ubi sup.). Thus, where there appeared in a will a legacy of thirty pounds, the word "thirty" being written on an erasure, and the alteration was not signed and attested, as required by the 21st section, and it could not be made out by inspection what the word was over which "thirty" was written, probate was decreed to pass with the legacy in blank. (*In the Goods of Rippen, deceased*, 2 Curt. 334; S. P., *In the Goods of Lovock, deceased*, 1 Curt. 906). In this case, it was deposed by a party who saw the will before the alteration, that the original word was "fifty." But the court is not at liberty to supply by parol testimony what is not apparent on the face of the will itself. So, likewise, where the testator, after the 1st January, 1838, erased certain words in a will executed in July, 1837, and wrote a memorandum, stating what the words erased originally were; but such memorandum was unattested, probate of the will as it originally stood was refused, the court considering that this memorandum could be looked at to shew what the words were which had been erased. (*In the Goods of Brooke, deceased*, 2 Curt. 343). There was an appeal from this decision to the Privy Council, where the point has been argued, but no decision has as yet been given.

#### 8. REVOCATION BY "BURNING, TEARING, OR OTHERWISE DESTROYING."

In a case already cited, (*Hobbs v. Knight*, 1 Curt. 768), it was made a question, whether the cutting out of his signature by the testator, the rest of the paper remaining entire, amounted to a revocation of the will. The 20th section provides, "that no will or codicil, or any part thereof, shall be revoked, otherwise than as aforesaid," (that is, by marriage under the 18th section); "or by another will, &c.," which does not apply to this case; "or by the burning, tearing, or otherwise destroying the same by the testator, or by some person in his presence, and by his direction, and with the intention of revoking the same." It was unnecessary to enter into the consideration whether the act done in this case might not be comprehended under the import of the word "tearing;" for the court was of opinion, that in order to bring the act within the meaning of the words "otherwise destroying," it is not necessary that the material of the will should be destroyed; but it is sufficient if the essence of the instrument, independently of its material, be destroyed: and the court considered the name of the testator to be essential to the existence of a will; and if that name be removed, the essential part of the will is removed, and the will is destroyed.

In the same case, Sir Herbert Jenner expressed an opinion that a similar excision of the names of the attesting witnesses, if done animo revocandi, would amount to a revocation; and that an obliteration of the testator's signature, in such a manner that it could not be made out, might, consistently with the 21st section, have the same effect.

But the word "cancelling," which was in the Statute of Frauds, having been advisedly omitted in the 20th section of the act, the cancellation of the will by striking it through with a pen, the names of the testator and the witnesses being likewise crossed out, but not entirely obliterated, will not operate as a revocation. (*Stephens v. Taffrell*, 2 Curt. 436).

## Imperial Parliament.

## HOUSE OF COMMONS.

Monday, Feb. 7.

The Attorney-General gave notice of motion for leave to bring in a Bill to amend and explain the Municipal Corporations Act. By a recent decision of the Court of Queen's Bench, it was declared, that, persons holding leases under corporations, were not eligible to sit as town councillors; and, if they did, were liable to a severe penalty. There were, at present, no less than 2400 cases of this kind.

In answer to a question from Mr. Buller, Sir Robert Peel contradicted the report that has been circulated as to intentions on the part of government to alter the constitution of the Judicial Committee of the Privy Council, and to appoint a Presiding Judge to that Court. The Right Honourable Gentleman said, that the appointment of two new Equity Judges had no direct relation to the Judicial Committee; but, by their appointment, the arrear of causes in Chancery had been reduced from 500 to 200; and, it was possible, that the Vice-Chancellors might have, henceforth, more time at their disposal, and might take an active part in the proceedings of the Judicial Committee. These were reasons for postponing, at present, any alteration of the appellate jurisdiction of the Judicial Committee.

Mr. M. Sutton moved for and obtained leave to bring in a Bill to explain and continue to the 1st August, 1843, the Act to amend the Laws relating to Loan Societies.

Mr. E. Tennant moved, that the House should go into committee to take into consideration the Laws affecting the Copyright of Designs for the Ornament of Articles of Manufacture. After some observations on the subject, in which Mr. M. Phillips and Dr. Bowring took part, leave was given to bring in a Bill; and the Bill was afterwards brought in and read a first time, and was ordered to be read a second time on Tuesday, the 15th instant.

The House of Commons has ordered, that the House will not receive any Petitions for Private Bills after Friday, the 11th; that no Private Bills be read the first time after the 23rd March; and that the House will not receive any Report of Private Bills after the 27th May.

Tuesday, Feb. 8.

Mr. Godson moved for and obtained leave to bring in a Bill for better securing the Property in the Copyright of Books. His object was to have the Copyrights registered in the Court of Chancery, and to have similar Registrations of Mortgages and Assignments of Copyrights. At a later period of the evening, the Honorable and Learned Gentleman brought in his Bill, which was read a first time.

The Attorney-General obtained leave to bring in his proposed Bill for amending the 5 & 6 Will. 4, c. 76, (the Municipal Corporations Act).

Also, to bring in a Bill to allow of a Writ of Error, in any case of a Judgment of the Court of Queen's Bench on an application for a Mandamus.

## SPRING CIRCUITS OF THE JUDGES.

## NORFOLK.

Lord Chief Justice TINDAL and Mr. Serjt. ATCHERLEY.

Aylesbury, Tuesday, March 8.  
Bedford, Saturday, March 12.  
Huntingdon, Thursday, March 17.  
Cambridge, Saturday, March 19.  
Bury St. Edmunds, Saturday, March 26.  
Norwich and City, Saturday, April 2.

## MIDLAND.

Lord ABINGER, Chief Baron, and Mr. Justice WILLIAMS.

Northampton, Monday, February 28.  
Oakham, Friday, March 4.  
Lincoln and City, Saturday, March 5.  
Nottingham and Town, Thursday, March 10.  
Derby, Saturday, March 12.  
Leicester and Borough, Thursday, March 17.  
Coventry and Warwick, Monday, March 21.

## NORTHERN.

Mr. Baron PARKE and Mr. Baron ROLFE.  
York and City, Wednesday, March 2.  
Liverpool, Thursday, March 24.

Mr. Baron ROLFE and Mr. Justice WIGHTMAN.  
Durham, Monday, February 21.  
Newcastle and Town, Friday, February 25.

Mr. Justice WIGHTMAN.

Carlisle, Friday, March 4.  
Appleby, Wednesday, March 9.  
Lancaster, Saturday, March 12.

## HOME.

Mr. Baron ALDERSON and Mr. Baron GURNEY.  
Hertford, Tuesday, March 1.  
Chelmsford, Monday, March 7.  
Maidstone, Monday, March 14.  
Lewes, Saturday, March 19.  
Kingston, Monday, March 28.

## OXFORD.

Mr. Justice PATTESON and Mr. Justice CRESSWELL.  
Reading, Wednesday, February 23.  
Oxford, Saturday, February 26.  
Worcester and City, Thursday, March 3.  
Stafford, Wednesday, March 9.  
Shrewsbury, Friday, March 18.  
Hereford, Wednesday, March 23.  
Monmouth, Saturday, March 26.  
Gloucester and City, Wednesday, March 30.

## WESTERN.

Mr. Justice COLERIDGE and Mr. Justice ERSKINE.  
Winchester, Thursday, February, 24.  
Salisbury, Thursday, March 3.  
Dorchester, Wednesday, March 9.  
Exeter and City, Monday, March 14.  
Bodmin, Monday, March 21.  
Taunton, Monday, March 28.

## NORTH WALES.

Mr. Justice COLTMAN.

Welchpool, Tuesday, March 8.  
Bala, Saturday, March 12.  
Carnarvon, Wednesday, March 16.  
Beaumaris, Saturday, March 19.  
Ruthin, Wednesday, March 23.  
Mold, Tuesday, March 29.  
Chester, Saturday, April 2.

## SOUTH WALES.

Mr. Justice MAULE.

Swansea, Wednesday, February 23.  
Haverfordwest and Town, Saturday, March 5.  
Cardigan, Thursday, March 10.  
Carmarthen, Tuesday, March 15.  
Brecon, Tuesday, March 22.  
Presteign, Tuesday, March 29.  
Chester, Saturday, April 2.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—John Joseph Wise, of Ashborne, Derbyshire; Edward Cheney, of Birmingham; Henry Stubbs, of Nottingham; Charles Metcalf, jun., of Wisbeach, Cambridgeshire.

A LAWYER'S POWERS OF ANIMAL MAGNETISM.—Lord Brougham, once, at the Lent Assizes at York, sat for some time intently looking at a witness who was giving evidence, and whom he was to cross-examine. At last the poor fellow, after several efforts to continue his replies, became so dreadfully alarmed, that he declared that "he could not say another word, unless that gentleman," pointing to Mr. Brougham, "would take his eyes off him."



## London Gazette.

TUESDAY, FEBRUARY 8.  
DECLARATION OF INSOLVENCY.

**HENRY MORLAND JEENS**, Uley, Gloucestershire, clothier.

## BANKRUPTS.

**RICHARD LITTLEDEYKE**, Brudenell-place, New North-road, linen-draper, Feb. 17 at half-past 1, and March 22 at 11, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Sole, Aldermanbury.—Fiat dated Feb. 2.

**LUKE WHITBY**, Green Dragon-yard, Whitechapel, builder, Feb. 17 at 11, and March 22 at 12, Court of Bankruptcy: Off. Ass. Alsager; Sols. Dickson & Overbury, Frederick's-place, Old Jewry.—Fiat dated Feb. 7.

**MORRIS SCHLESINGER** and **MICHAEL SAMUEL SCHLESINGER**, Basinghall-st., merchants, Feb. 15 at 3, and March 22 at 2, Court of Bankruptcy: Off. Ass. Belcher; Sols. J. C. & H. Freshfield, New Bank-buildings.—Fiat dated Feb. 7.

**JOHN WOODCOCK**, Stratford, Essex, builder, Feb. 15 at 2, and March 22 at 1, Court of Bankruptcy: Off. Ass. Belcher; Sol. Plews, 32, Bucklersbury.—Fiat dated Jan. 29.

**WILLIAM VAILE**, Oxford-st., laceman, Feb. 15 at 1, and March 22 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sols. Beaumont & Thompson, 19, Lincoln's-inn-fields.—Fiat dated Jan. 11.

**GEORGE THOMSON** and **JAMES FORBES**, Crutched-fiers, corn factors, Feb. 19 and March 22 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Taylor, 5, Nicholas-lane, Lombard-st.—Fiat dated Feb. 1.

**JOSEPH MILLER**, Stockton-on-Tees, patent sail cloth and rope manufacturer, and **GEORGE CRADDOCK**, Bondgate, Darlington, Durham, patent round and flat rope manufacturer, March 4 and 22 at 1, Court of Bankruptcy: Off. Ass. Edwards; Sols. Bartrum & Son, 112, Bishopsgate-st. Within.—Fiat dated Jan. 25.

**JOHN BOWERS**, Chipstead, Kent, grocer and draper, Feb. 19 and March 22 at 12, Court of Bankruptcy: Off. Ass. Edwards; Sol. Cattlin, Ely-place, Holborn.—Fiat dated Feb. 2.

**CHARLES AUGUSTUS CANTOR**, Upper Montagu-st., Montagu-sq., merchant, Feb. 15 at 1, and March 22 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sols. Brun-drett & Co., 10, King's Bench-walk, Temple.—Fiat dated Feb. 1.

**GEORGIANA GIFFORD**, Parson's-green, Fulham, school-mistress, Feb. 22 at 12, and March 22 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Tyrrell, Guildhall.—Fiat dated Jan. 31.

**EDWARD HALLILEY**, Leeds, Yorkshire, cloth manufacturer, Feb. 18 at 2, and March 22 at 10, Commercial-buildings, Leeds: Sols. Savery & Co., Bristol; Hornby & Towgood, St. Swithin's-lane.—Fiat dated Jan. 29.

**JOHN HIGGINS** and **JAMES MANNOCK**, Dukinfield, Cheshire, engineers, Feb. 24 and March 22 at 12, Commissioners'-rooms, Manchester: Sols. Gartside, Ashton-under-Lyne; Spinks, 18, John-street, Bedford-row.—Fiat dated Feb. 3.

**JOHN GIBBS**, Great Yarmouth, Norfolk, tavern keeper, Feb. 11 and March 22 at 11, Crown and Anchor Tavern, Gt. Yarmouth: Sols. Worship & Son, Gt. Yarmouth; White & Borrett, 35, Lincoln's-inn-fields.—Fiat dated Feb. 1.

**WILLIAM BOWER**, Wilmelaw, Cheshire, cotton spinner, Feb. 21 at 11, and March 22 at 3, Commissioners'-rooms, Manchester: Sols. Slater & Heelis, Manchester; Milne & Co., Temple.—Fiat dated Feb. 2.

**JOHN RIVIS WILLOUGHBY**, York, builder and stone mason, Feb. 15 at 10, and March 22 at 11, Guildhall, York: Sols. Leeman, York; Johnson & Co., 7, Queen's Bench-walk, Temple.—Fiat dated Jan. 29.

**WILLIAM ROBINS**, Stone, Staffordshire, ironmonger, tinman, and brazier, Feb. 18 and March 22 at 12, Vine Inn, Stafford: Sols. Dickenson, Stone; Smith, 48, Chancery-lane.—Fiat dated Jan. 28.

**RICHARD WATERS**, Newport, Monmouthshire, iron and tin plate manufacturer, and money scrivener, Feb. 24 and March 22 at 11, Westgate Inn, Newport: Sols. Llewellyn, Newport; White & Eyre, 11, Bedford-row.—Fiat dated Jan. 13.

**JOHN PROTHEROE, jun.**, Bristol, iron and tin merchant, Feb. 18 and March 22 at 1, Commercial-rooms, Bristol: Sols. Smith, Bristol; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated Feb. 3.

**JOSEPH GREENWELL** and **STEPHEN GREENWELL**, Shadforth-mill, and Crime-house, near Shadforth, and Sherburn, Durham, millers, corn and flour dealers, lime burners, graziers, farmers, and quarrymen, March 10 and 22 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Marshalls, Durham; Marshall, Claypath; Rogerson, 24, Norfolk-st., Strand.—Fiat dated Jan. 29.

**RICHARD BLACKMORE** and **JOHN CRAVEN**, Wakefield, Yorkshire, corn-millers, Feb. 15 and March 22 at 2, Commissioners'-rooms, Leeds: Sols. Whitham, Wakefield; Preston, 12, Tokenhouse-yard.—Fiat dated Jan. 22.

**THOMAS APPELYARD**, Northowram, Halifax, Yorkshire, stone-merchant, Feb. 25 at 11, and March 22 at 10, Stocks & Macaulay's, Halifax: Sols. Jaques & Co., 8, Ely-place.—Fiat dated Jan. 25.

## MEETINGS.

*Daniel Hodgson* and *Jon. Wright*, Glossop, Derbyshire, cotton-spinners, March 11 at 2, Commissioners'-rooms, Manchester, pr. d.; March 12 at 11, and ac.—*Thos. Molinex*, Manchester, victualler, March 2 at 11, Commissioners'-rooms, Manchester, ch. ass.—*Arthur Collos* and *Alfred Thomson*, Brighton, Sussex, sugar-manufacturers, Feb. 12 at 12, Town-hall, Brighton, ch. ass.—*Wm. Amos*, Walbrook, sponge and india-rubber merchant, Feb. 22 at half-past 11, Court of Bankruptcy, last ex.—*B. Marshall*, High Holborn, tallow-melter, March 2 at 12, Court of Bankruptcy, last ex. and aud. ac.—*Geo. Bradshaw*, Welshpool, Montgomeryshire, draper, March 3 at 11, Royal Oak, Welshpool, last ex.—*P. Merritt*, Huggin-lane, Wood-st., warehouseman, March 3 at 12, Court of Bankruptcy, aud. ac.—*B. Dis*, jun., Roebuck-place, Great Dover-st., Southwark, builder, March 3 at half-past 12, Court of Bankruptcy, aud. ac.—*Benj. Ingram*, Beech-st., Barbican, timber-merchant, March 3 at half-past 1, Court of Bankruptcy, aud. ac. and fin. div.—*Richard Smith* and *Stephen Marshall*, Austin-friars, Russia brokers, March 3 at 11, Court of Bankruptcy, aud. ac. and div.—*Jesse Bridgman* and *Wm. Dryland*, Upper Chapman-street, St. George's East, tallow-melters, March 3 at 12, Court of Bankruptcy, aud. ac. and div.—*Richd. Griffiths Welford*, Strand, printer, March 3 at 1, Court of Bankruptcy, aud. ac.—*Richd. Wm. Hugh Jones*, Castleman and Mortlake, Surrey, and Bayswater-ter., Middlesex, coal-merchant, March 3 at 12, Court of Bankruptcy, aud. ac. and div.—*Thos. Hill*, jun., and *Wm. Brookes*, St. Mary Axe, merchants, March 2 at 1, Court of Bankruptcy, aud. ac.—*Geo. Gandy*, Princes-street, Spitalfields, silk manufacturer, March 2 at 12, Court of Bankruptcy, aud. ac.—*Miles Coe*, Goldsmith-st., Wood-st., Cheapside, laceman, March 2 at 2, Court of Bankruptcy, aud. ac.—*Edward Evans*, Carnarvon, coal and flour merchant, March 2 at 11, Castle Inn, Carnarvon, aud. ac.—*Wm. Haskayne*, Liverpool, ship-chandler, March 2 at 1, Leather's, Liverpool, aud. ac.—*John Smith*, Deptford-bridge, Kent, batter, March 2 at 11, Court of Bankruptcy, div.—*Vincent Robert Alfred Brooks*, Robert-street, Hampstead-road, stationer, March 2 at 1, Court of Bankruptcy, div.—*Jas. Grant* and *Peter Grant*, Coleman-street, merchants, March 1 at 1, Court of Bankruptcy, fin. div.—*G. Andrews*, Sturminster Marshall, Dorsetshire, woolstapler, March 1 at 11, Greyhound Inn, Blandford Forum, aud. ac.; at 2, fin. div.—*Richd. Howard Hoskins*, Liverpool, victualler, March 14 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*Wm. James Holt*, Grantham, Lincolnshire, wine-merchant, March 3 at 11, Gilstrap's, Newark, Nottingham, aud. ac.; at 12, div.—*Samuel Some*, Jackson, Liverpool, wool and oil-merchant, March 3 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div.—*Hugh Mackay*, Liverpool, and *Archibald Fraser Mackay*, Glasgow, merchants, March 2 at 1, Clarendon-rooms, Liverpool, div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before March 1.*

*Thos. Eskridge*, Warrington, Lancashire, cotton manufacturer.—*Anthony Geo. Wright Biddulph*, Henrietta-street, Covent-garden, banker.—*Jas. Ford*, Bristol, cooper.—*Thos. M'Swiney*, Tonbridge-wells, Kent, builder.—*Joseph Maddox*, Watling-street, warehouseman.—*Richard Archard Jones*, Friday-street, Cheapside, Manchester warehouseman.—*Henry Jos. Reed*, Marquis-court, Drury-lane, victualler.—*Henry*



*Hildyard and Robt. Hildyard*, Brigg, Lincolnshire, wine and spirit-merchants.—*George Gandy*, Princes-st., Spitalfields, silk manufacturer.—*Anthony Morland Souby*,—*John Weston*, Wood-street, warehouseman.—*John Senior*, Liverpool, iron merchant.

#### SCOTCH SEQUESTRATIONS.

*Lloyd and Douglas*, Leith, merchants.—*James M'Millan*, Greenock, ship-builder.—*James Murdoch*, Carbieston-Byers, Coynton, grain and hay-merchant.—*Robert Lizars and Co.*, Linlithgow, glue manufacturers.—*Daniel Campbell*, Glasgow, spirit-dealer.—*Wm. Thomson*, Edinburgh, baker.—*Dugald Sinclair*, Glasgow, innkeeper.—*Wm. Wylie*, deceased, Tenant of North Lockaway, Kinnettles, Forfarshire.—*J. Young*, Edinburgh, boot-maker.

#### INSOLVENT DEBTORS.

Saturday, February 5, 1842.

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*James Gilbert*, Devonshire-grove, Old Kent-road, Surrey, map-publisher, No. 52,685 T.; *Wm. S. Orr and Stephen J. Russell*, assignees.—*Edw. Gratian*, Devonshire-place, Stoke Newington-green, map-publisher, No. 52,684 T.; *Wm. S. Orr and Stephen J. Russell*, assignees.—*Wm. Potts*, Upper Clatford, Southampton, out of business, No. 57,442 C.; *Chas. Geo. Brodie and Valentine Morris*, assignees.—*Wm. Delany*, Upper Whitecross-street, St. Luke's, shoemaker, No. 52,079 T.; *Edward Bridger*, assignee.—*John Rangeley*, Belvedere-cottage, Champion-grove, Camberwell, Surrey, engineer, No. 52,331 T.; *Matthias Montague*, assignee.—*Chas. Robinson*, Birmingham, cordwainer, No. 58,036 C.; *Frederick Wheeler*, assignee.—*Nath. Archer*, High-st., Wapping, licensed beer retailer, No. 49,539 T.; *Saml. Sturgis, Esq.*, new assignee.—*W. Brutton*, Kenton, Devonshire, gentleman, No. 48,819 C.; *Henry Melhuish Ford*, assignee.—*Matt. Wood*, Toll-house-hill, Nottingham, painter, No. 58,006 C.; *William Bell*, assignee.—*John Bollans*, Bradford, Yorkshire, plumber, No. 56,401 C.; *William Smith*, assignee.—*Wm. Sabine*, Greenwich-road, Kent, painter, No. 52,069 T.; *H. Page*, assignee.—*Rich. William Roberts*, Corporation-row, Clerkenwell, out of business, No. 51,263 T.; *Benjamin Robinson*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, March 1 at 9.*

*George Clarke*, High-street, Hampstead, out of business.—*Edw. Binns*, Upper Berkeley-street, proprietor of the Alligator Newspaper.—*H. Langston*, Kew-foot-lane, Richmond, Surrey, bricklayer's labourer.—*Charles Ives*, Mary-st., Hampstead-road, attorney's clerk.—*W. Pennycad*, Seymour-st., Euston-square, grocer.—*Geo. Thompson*, New Millman-mews, New Millman-st., Guildford-street, Gray's-inn-lane, farrier.—*John Mason*, Chester-street, Kennington, Surrey, horse dealer.—*Chas. Wright*, Manchester-buildings, Holloway, plumber.—*T. Easterfield*, Friar-st., Blackfriars-road, Surrey, locksmith.—*W. Nettleship*, Kirby-st., Hatton-garden, jeweller.

March 3, at the same hour and place.

*John Osborn*, Upper Montagu-st., Montagu-sq., licensed dealer in horses.—*Henry Baxter*, Park-st., Dorset-sq., bricklayer.—*John Harris*, Old Gloucester-st., Hoxton, carver.—*Thos. Bonney*, Euston-pl., New-road, out of business.—*Ellen Edwin*, St. George's-place, Walworth-road, Surrey, schoolmistress.—*Geo. Saunders*, Wood-end-green, North Holt, near Harrow, farmer's labourer.—*Fred. Ensell*, High-street, St. Giles's, out of business.—*Geo. Edw. Robinson*, Queen-square, Westminster, tailor.—*Chas. Valentine Austin*, Ratcliffe-terr., Goswell-rd., water glider.—*John Baylie*, Pleasant-row, Pentonville, and Castle-street, Holborn, law stationer.

Court-house, MAIDSTONE, Kent, March 3 at 10.

*James Phippen*, Maidstone, traveller.—*Geo. Kembell*, Milton, shoemaker.—*Wm. Baynes*, Canterbury, draper.—*Thos. Adlington*, Milton, cordwainer.—*John R. Clarke*, Tonbridge, turner.—*Wm. Iremonger*, jun., Sittingbourne, cabinet maker.—*Edw. Gates*, sen., Bonnington, farmer.—*Daniel Coveney*, Strood, draper's assistant.—*Jas. Drewett*, Hill-park, Westerham, gardener.—*Thos. Tribe*, Yantlett-creek, Allhallows, Rochester, lieutenant in the Coast Guard Service.—*Wm. Hayward*, Maidstone, town carter.—*Edw. Charlton*, Maidstone, out of business.—*Stephen Oliver*, Biddenden, labourer.—*Jane Evans*, Boughton, housekeeper.—*Robert Timothy Davidson*, Chatham, out of business.—*George Collins*, Shingle-end, near

Sandwich, lieutenant on the Coast Guard Service.—*Wm. Joy*, Tonbridge, painter.

Court-house, CARLISLE, Cumberland, March 3 at 10.

*J. Nicholson*, Carlisle, innkeeper.—*Wm. Dalston*, Stanwix, near Carlisle, clerk to common brewers.—*Wm. Carruthers*, Carlisle, solicitor.—*Rob. Fisher*, Low Heskot, tailor.—*Joseph Story*, Kingsdown, grocer.—*J. Stubbs*, Penruddock, farmer.—*John Gibson*, Penrith, surgeon.—*William Stamper*, jun., Cockermouth, tin plate worker.—*Thos. Brown*, Carlisle, horse breaker.—*J. Gate*, Carlisle, grocer.—*Shadrach Peat*, Maryport, mason.—*Thomas Harrison*, Botchergate, Carlisle, shoemaker.—*Thos. Goodburn*, Carlisle, saddler.—*J. Carruthers*, Cargo Stanwix, draper.

Court-house, CARDIGAN, Cardiganshire, March 2 at 10.

*Wm. Charles*, Clawdd couin, Cennarth, farmer.—*Wm. Cox*, Aberystwith, Cardiganshire, out of business.—*Richard James*, Llellylwyd, Llanfihangel gen ewrg lyn, farmer.—*John Davies*, Caecender, Llan b daun peg lws, farmer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*James Mee*, Northampton, butcher: 1s. 1d. in the pound.—*Jos. Flack*, Norwich, civil engineer: 1s. 5d. in the pound.—*Alex. Horn*, Portsea, Hants, master in Royal Navy: 2s. 6d. in the pound.—*John Newman*, Hillingdon, saddler: 2s. 4d. in the pound.—*William Somerville*, Lee, Kent, lieutenant in Royal Navy: 8d. in the pound.—*Thos. Bradshaw*, Cottingham, Northamptonshire, farmer: 3s. in the pound.—*Sarah Maher*, Bristol, earthenware dealer: 2s. 10d. in the pound.—*Sam. Taylor*, tide waiter in her Majesty's Customs: 7s. 9d. in the pound.—*J. Shinn*, Little Smith-st., Chelsea, butcher: 3s. 10d. in the pound.—*J. Heckford*, clerk in the Exchequer Office of Pleas: 1s. 7d. in the pound.—*John Taylor*, Portwood, near Stockport, druggist, 1s. 8d. in the pound.—*John Potts*, Macclesfield, Cheshire, silk dyer: 4s. 9d. in the pound.—*John Potter*, Horsham, Sussex, bricklayer: 1s. 8d. in the pound.—*Chas. Jas. Kennion*, Albany-street, Regent's-park, artist: 1s. 11d. in the pound.—*Sam. Jackson Reid*, East-pl., Kennington-cross, Lambeth, gentleman: 3s. 1d. in the pound.—*Fred. Sherwood*, Nelson-sq., Blackfriars, Surrey, builder: 1s. 1d. in the pound.—*Wm. Wilkins*, sen., Powis-pl., Hampstead-road, coach-smith: 1s. 8d. in the pound.—*D. Rowlands*, Carmarthen, farmer: 1s. 10d. in the pound.

*Application at the Provisional Assignee's Office, Portugal-st., Lincoln's-inn-fields, between the hours of 11 and 3.*

*Geo. Stanley Mann*, steward of the Vesper Gravesend steam boat, Feb. 12, Richardson's, Gravesend, grocer: 1s. 6d. in the pound.—*Thos. Pepper*, Covent-garden-market, fruit salesman, Feb. 7, Jacobs', Farringdon-market: 6s. 5d. in the pound.

#### MEETINGS.

*Steph. Hickmott*, Pembury, near Tonbridge, Kent, sawyer, Feb. 25 at 12, Austen's, Rose and Crown, Branchley, sp. aff.—*T. Bishop*, Rayleigh, Essex, grocer, Feb. 24 at 11, Wood's, Rochford, sp. aff.—*Thos. Repley*, Old Brentford, market gardener, Feb. 25 at 12, Staniland and Long's, Bouverie-street, Fleet-st., sp. aff.—*Jer. Board*, Worle, Somersetshire, farmer, Feb. 16 at 3, Court-house, Portugal-st., sp. aff.—*W. Duckitt*, Thames Ditton, Surrey, farmer, Feb. 26 at 10, Walter and De-mainbray's, Kingston-upon-Thames, sp. aff.

FRIDAY, FEBRUARY 11.

#### BANKRUPTS.

**EDMUND WARNE**, Lisle-st., Westminster, carpenter and builder, Feb. 22 and March 25 at 12, Court of Bankruptcy: Off. Ass. Alsager; Sols. Allen & Co., Carlisle-st., Soho-sq.—Fiat dated Feb. 10.

**CHARLES CASWALL**, Woburn-place, Russell-sq., lodging-house keeper, Feb. 22 at half-past 12, and March 25 at 12, Court of Bankruptcy: Off. Ass. Turquand; Sols. Cook & Sanders, 1, New Inn.—Fiat dated Jan. 28.

**JOHN METHUEN GIPPS**, Howland-st., Tottenham-court-road, wine-merchant, Feb. 18 at 12, and March 25 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Billing, King-st., Cheapside.—Fiat dated Feb. 8.

**HENRY BRAYNE**, Nine-elms, Battersea, and Manor-st., Clapham-road, Surrey, coal merchant, Feb. 23 at 12, and March 25 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sols. Stevens & Co., Queen-st., Cheapside.—Fiat dated Feb. 8.

**EDMUND MANNING and CORNELIUS CHARLES MANNING**, High-st., Aldgate, drapers, Feb. 22 at 12, and

March 25 at 11, Court of Bankruptcy: Off. Ass. Groom; Sols. Monckton, Bartlett's-buildings, Holborn.—Fiat dated Feb. 7.

**JOHN FIELDING and THOMAS FIELDING**, Black-horn, Lancashire, joiners and builders, March 24 at 11 and March 25 at 2, Town-hall, Preston, Lancashire: Sols. Troughton, Liverpool; Johnson & Co., Temple.—Fiat dated Feb. 7.

**JAMES KIRKPATRICK**, Newport, Isle of Wight, Southampton, banker, Feb. 22 at 11, and March 25 at 4, Guildhall, Newport: Sols. Hearn & Son, Newport and Ryde; Hearn & Sons, 28, John-st., Bedford-row.—Fiat dated Feb. 8.

**GEORGE HALLETT**, Ryde, Isle of Wight, draper, Feb. 19 and March 25 at 1, Pier Hotel, Ryde, Isle of Wight: Sols. Hearn & Son, Newport and Ryde; H. W. & W. C. Sole, 44, Abchurch-lane.—Fiat dated Jan. 29.

**SINGER EDWARD HIDE**, Broadwater, Sussex, builder, Feb. 18 and March 25 at 2, Town-hall, Brighton: Sols. Edmunds, Worthing; Rolfe & Edmunds, 12, South-square, Gray's-inn.—Fiat dated Feb. 2.

**THOMAS DEAL**, Sandwich, Kent, hoyman and corn factor, Feb. 22 at 12 and March 25 at 2, Bell Inn, Sandwich, Kent: Sols. Sutcliffe & Emmerson, Sandwich; Dyne, 61, Lincoln's-inn-fields.—Fiat dated Jan. 19.

**HENRY ADOLPHUS BABER**, Lindfield, Sussex, maltster, Feb. 18 at 1 and March 25 at 12, Town-hall, Brighton: Sols. Verral & Lewis, Lewes; Millard & Adams, Cordwainers'-hall.—Fiat dated Jan. 15.

#### MEETINGS.

*Thomas Hamlet*, Princes-street, Leicester-sq., silversmith, Feb. 23 at 12, Court of Bankruptcy, pr. d.—*Thos. Ditchburn*, White Lion-court, Cornhill, scrivener, Feb. 22 at 1, Court of Bankruptcy, pr. d.—*John Carruthers*, Mitchells, Speldhurst, Kent, miller, Feb. 21 at half-past 10, Court of Bankruptcy, ch. ass.—*Ebenezer Bayly*, Exeter, straw bonnet dealer, Feb. 25 at 11, Court of Bankruptcy, last ex.—*William Blain*, St. Andrew's-road, Southwark, draper, Feb. 21 at half-past 12, Court of Bankruptcy, last ex.—*George Henley*, Pall-mall and Sway-st., Strand, auctioneer, Feb. 21 at 1, Court of Bankruptcy, last ex.—*Chas. Schofield*, Kingston-upon-Thames, Surrey, timber merchant, Feb. 15 at half-past 1, Court of Bankruptcy, last ex.—*Rob. Guppy*, Halesock, Dorset, horse dealer, March 1 at 12, Mermaid Inn, Yeovil, last ex.—*Sam. Chadwick*, *Jas. Chadwick*, and *John Chadwick*, Heywood, Lancashire, cotton spinners, Feb. 24 at 10, Commissioners'-rooms, Manchester, last ex. sep. est. of *John Chadwick*.—*G. Aldman*, Long-alley, Womship-street, victualler, March 7 at 11, Court of Bankruptcy, and. ac.—*Hen. Phipps Coltherup*, Rochester, Kent, dyer, March 7 at half-past 11, Court of Bankruptcy, and. ac.; at 12, div.—*J. Berkeley Davis*, Tottenham-court-road, ironmonger, March 7 at 1, Court of Bankruptcy, and. ac.—*Wm. McCleave*, London-road, linen draper, March 7 at half-past 1, Court of Bankruptcy, and. ac.; at 2, div.—*Mary Anne Duncan*, Oxford-terr., Hyde-park, boarding-house keeper, March 7 at half-past 12, Court of Bankruptcy, and. ac.—*Edward Bright*, Picket-street, Strand, draper, March 5 at 12, Court of Bankruptcy, and. ac. and div.—*John Sherring Clark*, Angel-court, Throgmorton-st., broker, March 5 at 11, Court of Bankruptcy, and. ac. and div.—*Hen. Thompson*, King-st., and Chadwell-st., Cletkenwell, timber-merchant, March 5 at 1, Court of Bankruptcy, and. ac. and div.—*Spencer Jupp*, Little Hampton, Sussex, corn merchant, March 7 at 11, Dolphin Hotel, Chichester, and. ac.—*J. Holt Heron*, *John Speir Heron*, *J. K. Heron*, and *Arthur Heron*, Manchester, and Wigan, Lancashire, cotton-spinners, March 8 at 12, Commissioners'-rooms, Manchester, div.; March 9 at 12, and. ac.—*Thos. Hardingham*, Lower George-st., St. Luke, Chelsea, bricklayer, March 4 at half-past 2, Court of Bankruptcy, fn. div.—*Wm. Sikes*, *Henry Sikes*, and *Thos. Wilkinson*, City of London, bankers, March 4 at 1, Court of Bankruptcy, div.—*Edw. Knight*, Southampton, cabinet maker, March 7 at 12, Star Hotel, Southampton, and. ac.; at 1, fn. div.—*Joseph Sheldon*, Kettleshulme, Cheshire, cotton spinner, March 4 at 11, Angel Hotel, Macclesfield, and. ac.; at 12, fn. div.—*Heeles Stone*, York, linen and woollen draper, March 18 at 2, Guildhall, York, and. ac.; at 3, div.

#### CERTIFICATES TO BE ALLOWED

Unless Cause shown to the contrary, on or before March 4.  
; *John Field*, Sheffield, share broker.—*Joseph Fisher*, Bir-

mingham, coal dealer.—*T. Kaylor* and *Eliza Taylor*, Ray-mann, Yorkshire, earthenware manufacturers.—*J. C. Walker*, Newcastle-upon-Tyne, ship-broker.—*John Reillon* and *James Povey*, Manchester, and Colne, Lancashire, manufacturers of Moesseline de Laines.—*James Pountney*, Birmingham, inn-keeper.—*Rich. Cope*, Stafford, sack dealer.—*Jesse Bridgman* and *Wm. Dryland*, Upper Chapman-st., St. George's East, tallow melters.—*A. W. Hilbery*, Ewington-hall, Cambsland, trowender.—*R. Boring*, Beldge-st., Westminster, milliner.—*Richard Wm. Hugh Jones*, Baywater-terrace, Middlesbrough, coal-merchant.

#### FIATS ANNULLED.

*Samuel Shingler*, Liverpool, linen-draper.—*Geo. Winder*, Hackney-road, jeweller.

#### PARTNERSHIPS DISSOLVED.

*Robt. Owston* and *Fredk. Gwyll*, Glamford Briggs, Lincolnshire, attorneys and solicitors.—*Wm. Brooke* and *J. Leese*, Foster-lane, Cheap-side, attorneys at law and solicitors.—*Archibald Cameron* and *Henry Foley*, Worcester, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Robert Parker and Company*, Glasgow, millers.—*James Bell*, Esq., deceased, Ninewar, sheriff-clerk of Berwickshire.—*Wm. Ballingall*, North Leith, ship-master.—*John Lazars*, Edinburgh, surgeon.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, March 4 at 9.*

*Wm. Westrup*, St. Thomas-street, Borough, Southwark, and Ipswich, corn-dealer.—*Barnett Joseph*, Middlesex-street, Aldgate, metal-stripper.—*David Hughes Davies*, Strand, grocer's shopman.—*J. Seabty*, William-st., Manchester-square, chessmonger.—*Charles Julius Bender*, Cleveland-st., Fitzroy-square, comedian.—*John Palmer*, Fleet-lane, out of business.—*Isaac Nathan*, Queen-st., Hoxton, tobacconist.—*Wm. Welford*, sen., Claremont-cottage, Old Kent-road, Surrey, out of business.—*Jas. Jardine*, sen., Liverpool-st., King's-cross, election agent.—*A. Davis*, Savage-gardens, Crutched-friars, wine and spirit-broker.

#### March 7, at the same hour and place.

*John Powell*, Henry-st., Bedford-square, Commercial-road East, out of business.—*John Dickson*, Cambridge-street, Hyde-park-square, tailor.—*Jas. Knott*, Copenhagen-street, White Conduit-fields, and Weston-st., Somers'-town, coffin-maker.—*Jas. Wheeler*, Tottenham-court-road, assistant to a linen-draper.—*John Johnson*, Grosvenor-st., Milbank-row, Westminster, foreman to a stone-mason.—*Jacob Meyer*, Houndsditch, dealer in Manchester manufactured goods.—*W. Prior*, John-street, West Hackney, carpenter.—*J. Harlow*, Leicester-square, and Leicester-place, dealer in tobacco.—*L. Hoerner*, Craven-st., Winckworth-buildings, City-rd., mother of pearl-worker.—*Henry John Watkins*, Bennett-st., Charlotte-street, Fitzroy-square, painter.

*Court-house, HAVERFORDWEST, Pembrokeshire, March 4 at 10.*

*Wm. Hood*, Haverfordwest, boot-maker.—*Wm. Roberts*, Rock, schoolmaster.—*Thos. Harries*, Haverfordwest, mason.—*Wm. Stephens*, Haverfordwest, out of business.—*Benjamin Phillips*, Bryn, Llandewy Velfrey, farmer.

*Court-house, CANTERBURY, (City), March 7 at 10.*

*Thos. Adams*, Canterbury, out of business.

#### INSOLVENT DEBTOR'S DIVIDEND.

*John Southern*, Bolton-le-Moors, Lancashire, provision-shop-keeper, Feb. 19, Taylor & Andrews's, Bolton-le-Moors: 4s. 6d. in the pound.

#### MEETING.

*Wm. Brutton*, Warren-cottage, Kenton, Devonshire, gentleman, Feb. 25 at 11, Carter's, Exeter, sp. aff.

**MEMBERS RETURNED TO SERVE IN PARLIAMENT.**—Sir Howard Douglas, Bart., for the borough of Liverpool, in the room of Cresswell Cresswell, Esq., who has accepted the office of one of the Justices of the Court of Common Pleas. George Arkwright, Esq., for the borough of Leominster, in the room of James Wigram, Esq., who has accepted the office of Vice-Chancellor.

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Vice-Chancellor Wigram's Court .....	E. J. BEVIN, Esq. of Lincoln's Inn, Barrister at Law.	Court of Review .....	F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.

LONDON, FEBRUARY 19, 1842.

If we had been asked what particular class of property did not require, for the security of the owner or the convenience and protection of the public, any kind of registration machinery, we should have answered, the property in literary productions. When a book is published, of a kind to which the author wishes to establish and perpetuate his claim, it bears, almost without exception, the name of the author, the name of the publisher, and the name of the printer. The name of the author, it is true, need not be printed or appear in a book; but, by law, the title of the book, with the name and residence of the publisher, ought to be registered with the Stationers' Company; and so the name and residence of the printer are directed to be printed on the first or last leaf of every book printed by him; and this must be done under a heavy penalty\*. The latter statutory direction is, we believe, in practice invariably complied with; and if the former, viz. that relating to registration at Stationers' Hall, is, as we believe it is, very generally neglected, that only proves how practically unnecessary has been found any other system of registration than that which consists of the public exhibition and issue of a book by the publisher. If, indeed, a book obtains any reputation, and becomes, *de facto*, a property having value, it is publicly sold, and copies enough are certain to be in existence and easily traced; and whether it obtains a sale or not, as copies are deposited, of necessity, in certain public libraries, it is, for all practical purposes, perfectly impossible that evidence can be lost, of the fact of a given book having been put forth as the work of A., printed by B., and published by C.

Then, with respect to assignments or mortgages of copyrights. Of course, to the public generally it is perfectly immaterial who is the actual owner of a copy-

right; the knowledge of that fact can only become material to a person who is dealing with the apparent owner as a purchaser or mortgagee, or in any way in which he has an interest in acquiring a valid and unincumbered title in the copyright. Now, here again, we apprehend, that of all kinds of property, copyright is that in respect to which a purchaser must incur least danger of being deceived as to the title to that on which he is advancing his money. Generally speaking, the publisher of a work is informed who is the real owner, because, if the author has dealt with it, by way either of sale or mortgage, the purchaser or mortgagee will, for his own protection, have given immediate notice to the publisher, that he is the party to whom an account is to be rendered. It is true, there may be cases where an author or other owner of a copyright would incumber it, and the incumbrancer might, so long as his interest was duly paid, not give notice of his incumbrance to the publisher; and thus leave it in the power of the mortgagor to defraud a second incumbrancer.

It is obvious, however, that, owing to the very fluctuating value of most literary productions, such cases must be extremely rare; because, none but the most careless of men would be likely to advance money on the security of a literary work, to an amount anything approaching its apparent value, without previously giving notice to the publisher. And, if there be no application to such cases of the equitable doctrine of notice as between several incumbrancers, which, we apprehend, there would not be, as the first incumbrancer would have the legal title, a very short and simple enactment would suffice for applying a remedy to this defect of the present state of the law.

These remarks have been called forth by the perusal of a bill, the promoters of which appear to think that the property in copyright demands a more rigid system of registration than any other class of property\*.

\* A bill for the Registering of Copyrights and Assignments thereof, and for the better securing the Property therein.—Ordered to be printed 8th February, 1842.

\* See 39 Geo. 3, c. 79, and 2 & 3 Vict. c. 12.

## CIRCUITS OF THE COMMISSIONERS FOR THE RELIEF OF INSOLVENT DEBTORS.

### SUMMER CIRCUITS, 1842.

#### HOME CIRCUIT.

H. R. REYNOLDS, Esq., Chief Commissioner.

*Kent*, at Maidstone, Thursday, July 7.  
*Kent*, at Dover, Monday, July 11.  
*Canterbury*, (City and County), Tuesday, July 12.  
*Sussex*, at Horsham, Friday, July 22.  
*Hertfordshire*, at Hertford, Friday, August 5.

#### SOUTHERN CIRCUIT.

J. G. HARRIS, Esq., Commissioner.

*Berkshire*, at Reading, Tuesday, June 14.  
*Oxfordshire*, at Oxford and City, Thursday, June 16.  
*Worcestershire*, at Worcester and City, Saturday, June 18.  
*Herefordshire*, at Hereford, Monday, June 20.  
*Radnorshire*, at Presteigne, Wednesday, June 22.  
*Cardiganshire*, at Cardigan, Saturday, June 25.  
*Pembrokeshire*, at Haverfordwest and Town, Tues., June 8.  
*Carmarthenshire*, at Carmarthen and Borough, Thur. June 20.  
*Glamorganshire*, at Swansea, Saturday, July 2.  
*Breconshire*, at Brecon, Tuesday, July 5.  
*Glamorganshire*, at Cardiff, Thursday, July 7.  
*Monmouthshire*, at Monmouth, Saturday, July 9.  
*Gloucestershire*, at Gloucester and City, Monday, July 11.  
*Bristol*, (City and County), Thursday, July 14.  
*Somersetshire*, at Bath, Monday, July 18.  
*Somersetshire*, at Wells, Tuesday, July 19.  
*Cornwall*, at Bodwin, Saturday, July 23.  
*Devonshire*, at Plymouth, Tuesday, July 26.  
*Devonshire*, at Exeter and city, Thursday, July 28.  
*Dorsetshire*, at Dorchester, Monday, August 1.  
*Southampton*, (Town and County), Thursday, August 4.  
*Wiltshire*, at Salisbury, Saturday, August 6.  
*Southampton*, at Winchester, Monday, August 8.

#### NORTHERN CIRCUIT.

T. B. BOWEN, Esq., Commissioner.

*Rutlandshire*, at Oakham, Wednesday, June 15.  
*Yorkshire*, at Sheffield, Friday, June 17.  
*Yorkshire*, at Wakefield, Monday, June 20.  
*Kings-ton-upon-Hull*, (Town and County), Tuesday, June 28.  
*Yorkshire*, at York, Thursday, June 30; and City, Friday, July 1.  
*Yorkshire*, at Richmond, Saturday, July 2.  
*Durham*, at Durham, Monday, July 4.  
*Northumberland*, at Newcastle-upon-Tyne and Town, Wednesday, July 6.  
*Cumberland*, at Carlisle, Saturday, July 9.  
*Westmorland*, at Appleby, Monday, July 11.  
*Westmorland*, at Kendal, Tuesday, July 12.  
*Lancashire*, at Lancaster, Wednesday, July 13.  
*Lancashire*, at Preston, Thursday, July 21.  
*Lancashire*, at Liverpool, Friday, July 22.  
*Montgomeryshire*, at Welch Pool, Tuesday, July 26.  
*Denbighshire*, at Ruthin, Thursday, July 28.  
*Flintshire*, at Mold, Saturday, July 30.  
*Cheshire*, at Chester and City, Monday, August 1.  
*Merionethshire*, at Dolgelly, Thursday, August 4.  
*Carnarvonshire*, at Carnarvon, Saturday, August 6.  
*Anglesey*, at Beaumaris, Monday, August 8.

#### MIDLAND CIRCUIT.

W. J. LAW, Esq., Commissioner.

*Essex*, at Chelmsford, Friday, July 8.  
*Essex*, at Colchester, Saturday, July 9.  
*Suffolk*, at Ipswich, Monday, July 11.  
*Norfolk*, at Yarmouth, Wednesday, July 13.  
*Norfolk*, at Norwich and City, Thursday, July 14.  
*Norfolk*, at Lynn, Monday, July 18.  
*Cambridgeshire*, at Cambridge, Tuesday, July 19.  
*Suffolk*, at Bury St. Edmunds, Thursday, July 21.  
*Huntingdonshire*, at Huntingdon, Friday, July 22.  
*Northamptonshire*, at Peterborough, Saturday, July 23.  
*Northamptonshire*, at Northampton, Monday, July 25.  
*Warwickshire*, at Warwick, Wednesday, July 27.  
*C Coventry*, (City and County), Saturday, July 30.  
*Leicestershire*, at Leicester, Monday, August 1.

*Lincolnshire*, at Lincoln and City, Wednesday, August 3.  
*Nottinghamshire*, at Nottingham and Town, Friday, August 5.  
*Derbyshire*, at Derby, Monday, August 8.  
*Lichfield*, (County and City), Tuesday, August 9.  
*Shropshire*, at Shrewsbury, Wednesday, August 10.  
*Staffordshire*, at Stafford, Friday, August 12.  
*Shropshire*, at Oldbury, Monday, August 15.  
*Warwickshire*, at Birmingham, Tuesday, August 16.  
*Bedfordshire*, at Bedford, Friday, August 19.  
*Buckinghamshire*, at Aylesbury, Saturday, August 20.

### London Gazette.

TUESDAY, FEBRUARY 15.

#### DECLARATIONS OF INSOLVENCY.

JOSEPH NORRIS, Regent-st., Chelsea, bricklayer.  
 JOHN HUTTON, Fenchurch-st., merchant.  
 JAMES COCKBURN, New Broad-st., merchant.

#### BANKRUPTS.

HORATIO JOSEPH CANNING, Wood-st., Cheapside, Scotch warehouseman, Feb. 22 at 1, and March 29 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sol. Murray, New London-street.—Fiat dated Feb. 9.

HENRY FISH, Prince's-row, Pimlico, painter and glazier, Feb. 22 at 3, and March 29 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sol. Keene, 43, Dorset-st., Portman-square.—Fiat dated Feb. 12.

JOHN SAMUEL LENNARD, Norfolk Arms, White Conduit-fields, victualler, Feb. 23 at 1, and March 29 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sols. Heathcote & Holman, Coleman-street.—Fiat dated Feb. 10.

WILLIAM RICHARDS, Fox Public-house, Oxford-street, St. Marylebone, victualler, Feb. 25 at 12, and March 29 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sols. Dyson & Flavell, 21, Bedford-row.—Fiat dated Feb. 11.

WILLIAM MORRIS, Long-lane, Bermondsey, Surrey, leather-dresser and parchment manufacturer, Feb. 25 at 1, and March 29 at 12, Court of Bankruptcy: Off. Ass. Johnson; Sols. Bennett & Bolding, Scot's-yard, Bush-lane.—Fiat dated Feb. 9.

JAMES CARRON, St. George's-circus, Blackfriars-road, Surrey, draper, Feb. 24 at 1, and March 29 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sol. Cattlin, 39, Ely-place.—Fiat dated Feb. 11.

ANDREW JOPP, Cornhill, ship and insurance-broker, Feb. 24 at half-past 1, and March 29 at 12, Court of Bankruptcy: Off. Ass. Green; Sol. Kingsford, 82, Mark-lane.—Fiat dated Feb. 5.

THOMAS SLEEMAN, Tenby, Pembrokeshire, wine and spirit merchant and general merchant, March 1 and 29 at 7, Commercial-rooms, Bristol: Sols. Habersfield, Bristol; Makinson & Sanders, Middle Temple.—Fiat dated Jan. 15.

WILLIAM GRUNDY, Manchester, yarn dealer and commission-agent, Feb. 26 at 12, and March 29 at 10, Commissioners'-rooms, Manchester: Sols. Atkinson & Sanders, Manchester; Makinson & Sanders, 3, Elm-court, Middle Temple.—Fiat dated Jan. 25.

THOMAS STATHAM, Huddersfield, Yorkshire, hosiery, Feb. 25 at 4, and March 29 at 10, White Swan Hotel, Huddersfield: Sols. Barker & England, Huddersfield; Lever, 10, King's-road, Bedford-row.—Fiat dated Feb. 7.

WILLIAM SORBY, Chorlton-upon-Medlock, Lancashire, chemist and druggist, March 1 at 2, and March 29 at 3, Commissioners'-rooms, Manchester: Sols. Humphrys & Co., Manchester; Walmaley & Co., 43, Chancery-lane.—Fiat dated Jan. 22.

JOHN LAWTHORP, Newcastle-upon-Tyne, ship and insurance-broker and timber merchant, March 14 and 29 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Hodge, Newcastle-upon-Tyne; Crosby & Compton, 3, Church-court, Old Jewry.—Fiat dated Feb. 9.

JOHN BROOKE, jun., Dewsbury, Yorkshire, manufacturer, Feb. 23 and March 29 at 12, Commissioners'-rooms, Leeds: Sols. Savery & Co., Bristol; Horaby & Teagood, St. Swithin's-lane.—Fiat dated Feb. 3.

JAMES SLY, Melcombe Regis, Dorsetshire, draper, Feb. 21 and March 29 at 11, King's Arms Hotel, Dorchester: Sols. H. W. & W. C. Sols, 68, Aldermanbury.—Fiat dated Jan. 22.

**CHARLES GATHEOUSE**, Chichester, brewer, oorn merchant, March 1 and 29 at 12, Dolphin Hotel, Chichester: Sols. Randall & Eldridge, Southampton; Tilson & Co., 29, Coleman-street.—Fiat dated Jan. 18.

**WILLIAM LOONEY**, Whitehaven, Cumberland, cooper and herring-curer, March 1 and 29 at 12, Black Lion Inn, Whitehaven: Sols. W. and H. Perry, Whitehaven; Stubbs, 15, Fumal's Inn.—Fiat dated Feb. 4.

**DAVID WARD BANKS**, Manchester, dealer in pianofortes and sheet music, March 9 and 29 at 10, Commissioners'-rooms, Manchester: Sols. Law, Manchester; Capes & Stuart, 1, Field-court, Gray's Inn.—Fiat dated Jan. 20.

**SAMUEL NICHOLS**, Birmingham, gold pencil-case maker, Feb. 22 and March 29 at 2, Waterloo-rooms, Birmingham: Sols. Yeates, Birmingham; Holmes, 3, Great Knight Rider-street, Doctors'-commons.—Fiat dated Feb. 4.

**JOHN WARD**, Instead, Norfolk, cattle-jobber, Feb. 21 at 1 and March 29 at 12, Royal Hotel, Norwich: Sols. Sewell & Co., Norwich; Wood & Blake, Falcon-st., Aldersgate-street.—Fiat dated Feb. 8.

**JAMES GRANT SMITH**, Anchor Brewery, Bath, Somersetshire, common brewer and maltster, March 2 and 29 at 12, Lamb Inn, Bath: Sols. Gaby, or Batcheller & Co., Bath; Adlington & Co., Bedford-row.—Fiat dated Jan. 27.

**JAMES HUNNYBUN**, Cambridge, ironmonger, Feb. 23 and March 29 at 12, Hoop Hotel, Cambridge: Sols. Eaden, jun., Cambridge; Clark & Davidson, Essex-st., Strand.—Fiat dated Feb. 9.

#### MEEVINGS.

**Arden Mills**, Ashton-under-Lyne, and Wm. O. Seed, Manchester, Lancashire, cotton-manufacturers, Feb. 28 at 10, Kay & Co.'s, Manchester, pr. d.—*See Kirkpatrick*, Newport, Isle of Wight, banker, Feb. 21 at 11, Pier Hotel, Ryde, pr. d.—*Richard Ford*, Stafford, scrivener, April 4 at 1, Star Inn, Stafford, pr. d.; at 12, and ac.—*William Jones*, Carnarvon, currier, Feb. 17 at 12, Castle Hotel, Carnarvon, pr. d.—*Chas. Daly*, Red Lion-square, bookseller, March 8 at half-past 12, Court of Bankruptcy, last ex.—*Chas. H. Weigall*, Conduit-st., Regent-street, tailor, Feb. 25 at 11, Court of Bankruptcy, last ex.—*John Laing* and *George Laing*, Eastcheap, City of London, cork manufacturers, Feb. 25 at half-past 11, Court of Bankruptcy, last ex.—*William Kirk*, Leicester, builder, March 9 at 11, Castle of Leicester, Leicester, last ex.—*Michael Potter* and *John Lever*, Manchester, commission agents, March 10 at 10, Commissioners'-rooms, Manchester, last ex.—*Amos Procter* and *R. Procter*, Kingston-upon-Hull, coach proprietors, April 12 at 11, George Inn, Kingston-upon-Hull, last ex.—*Wm. Remington*, Rowel, *Stephenson*, *Dev. Rob. Remington*, and *Jos. Petty Toulmin*, Lombard-street, bankers, March 8 at 1, Court of Bankruptcy, and ac.—*John Charles Marlar*, Drury-lane, linen draper, March 8 at half-past 11, Court of Bankruptcy, and ac.—*Sarah Rackett*, Bell-yard, Carver-street, locksmith, March 10 at 11, Court of Bankruptcy, and ac.—*And. Morland Souby*, St. Mary-at-hill, wine merchant, March 10 at 1, Court of Bankruptcy, and ac.; at 2, div.—*Charlotte Dorman* and *Edw. Des. Dorman*, Charlotta-st., Rathbone-pl., Oxford-st., glass and china dealers, March 10 at 11, Court of Bankruptcy, and ac.—*T. Robinson*, Leaden-hall-street, snuff merchant, March 10 at 12, Court of Bankruptcy, and ac. and div.—*Peter Saunders*, Kingston-upon-Hill, merchant, March 10 at half-past 11, Court of Bankruptcy, and ac.—*J. T. Scott*, Milton, next Gravesend, estate agent, March 10 at half-past 11, Court of Bankruptcy, and ac.—*R. Mitchell*, Lime-st., merchant, March 10 at 11, Court of Bankruptcy, and ac.—*John Hen. Cassell*, Mill-wall, Poplar, naphtha seller, March 9 at 12, Court of Bankruptcy, and ac.—*Mary Glascott*, G. Minshaw Glascott, and *Thos. Townsend Glascott*, Great Garden-st., Whitechapel-rd., copper merchants, March 9 at 12, Court of Bankruptcy, and ac.—*Dev. Howarth*, sen., *Dev. Howarth*, jun., and *R. Howarth*, Rochdale, Lancashire, ironfounders, March 9 at 2, Commissioners'-rooms, Manchester, and ac.; at 1, div.—*H. Grose* and *C. Grose*, Birmingham, grocers, March 9 at 2, Waterloo-rooms, Birmingham, and ac.; at 3, fin. div.—*E. Petch*, Atherstone, Warwick, wine merchant, March 10 at 12, Court of Bankruptcy, fin. div.—*W. Newton* and *J. Newton*, Macclesfield, silk throwsters, March 10 at 2, Court of Bankruptcy, div. joint and sep. est.—*Wm. Morrison*, Fenchurch-st., stationer, March 10 at 2, Court of Bankruptcy, fin. div.—*John Maberly*, Broad-st., Cheapside, and John-street, Bankney-sq., banker, March 10 at 12, Court of Bankruptcy, fin. div.—*Wm. Knowliden*, Great Guildford-st., Southwark,

engineer, March 8 at half-past 12, Court of Bankruptcy, div. *Wm. Walker* and *John Walker*, St. John-sq., Clerkenwell, and Manchester, manufacturers of apparatus for heating buildings, March 8 at 12, Court of Bankruptcy, div. sep. est. of *W. Walker*.—*George Gandy*, Princes-st., Spitalfields, silk manufacturer, March 9 at 11, Court of Bankruptcy, div.—*J. Colman Read*, Leicester, tailor, March 9 at 2, Castle of Leicester, Leicester, and ac. and div.—*Henry Esau Harries*, Dowlaie, Glamorgan, draper, March 15 at 11, Commercial-rooms, Bristol, and ac.; March 18 at 11, div.—*Thos. Smith*, Thornbury, Gloucester, tailor, March 8 at 1, Commercial-rooms, Bristol, and ac.; at 2, first and fin. div.—*James Sweetenham*, Wirksworth, Derby, scrivener, March 7 at 11, Red Lion Inn, Wirksworth, and ac.—*Josh. Wright*, Deritend Old-mills, Birmingham, matchet manufacturer, April 6 at 1, Waterloo-rooms, Birmingham, and ac.; at 2, div.—*R. Barnewell*, Liverpool, merchant, March 17 at 12, Clarence-rooms, Liverpool, and ac.; at 1, div.—*Edw. Cooper*, *Edw. Peter Cooper*, *Benjamin Cooper*, and *John Alas. Cooper*, Staverton-mills, near Trowbridge, Wiltshire, clothiers, Feb. 25 at 10, White Hart Inn, Chippenham, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before March 8.*  
*Edw. Lawrence Ireland*, Birmingham, factor.—*Wm. Duffield*, Darlaston, Staffordshire, nail manufacturer.—*H. Wheeler*, Wotton, Chester, keeper of an inn.—*Rich. Smith* and *Stephen Marshall*, Austin-friars, Russia brokers.—*Jos. Chas. Berger*, Liverpool, merchant.—*Wm. Biddle*, Holborn-hill, fishmonger.—*J. Anderson*, Liverpool, oil merchant.—*Jos. Brown*, Minorics, upholsterer.—*S. King*, High Holborn, woollen draper.—*J. Moore*, Old Bond-street, hatter.

#### FIAT ENLARGED.

*Geo. Forster*, Newcastle-upon-Tyne, woollen draper.

#### FIATS ANNULLED.

*Thos. King*, Crofton, Northumberland, ship owner.—*John Buxton*, St. Paul's Church-yard, commission agent.

#### PARTNERSHIP DISSOLVED.

*Plomer & Son*, Helston, Cornwall, solicitors and attorneys at law.

#### SOOTCH SEQUESTRATIONS.

*Eliza Sutherland*, Leith, dealer in worsted.—*John Watson*, *Fred. Pellatt*, and *John Henry Watson*, Glasgow, flint glass makers.—*And. Bricknal*, Dundee, merchant.—*T. McMurtrie*, Edinburgh, innkeeper.—*S. Cochran*, Glasgow, manufacturer.—*Thos. Thomson*, Paisley, manufacturer.—*J. Craig*, Glasgow, provision merchant.

#### INSOLVENT DEBTORS.

*Saturday, February 12, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Thos. Kibble*, Asylum-buildings, Westminster-road, Surrey, livery stable keeper, No. 52,436 T.; *T. Jones*, assignee.—*Jas. Merrick*, Warren-st., Fitzroy-sq., boot maker, No. 52,462 T.; *Geo. Pearson*, assignee.—*John Beasley*, York-street, Lock's-fields, Surrey, out of business, No. 52,469 T.; *Moses Reading*, assignee.—*Abraham Payne*, Nuneaton, Warwickshire, farmer, No. 57,305 C.; *Thos. Hincks* and *R. Beasley*, jun., assignees.—*Wm. Kelt*, Newark-upon-Trent, Nottinghamshire, joiner, No. 57,299 C.; *Rob. Caparn*, assignee.—*Dev. Caff*, Seal, near Sevenoaks, Kent, harness maker, No. 57,925 C.; *J. Skinner*, assignee.—*Geo. Hopkinson*, Bedford-st., Bedford-sq., Bloomsbury, attorney, No. 51,862 T.; *John Dams*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, March 8 at 9.*

*Saml. G. Fox*, Chichester-place, Gray's-inn-road, out of business.—*Marian Hughes*, High-st., Camberwell, spinster.—*G. T. Wells*, Haddon-place, Waterloo-road, Surrey, dressing-case maker.—*Fras. Dupony*, Cross-lane, St. Dunstan's-hill, and Bedford-cottage, Kentish-town, wine-merchant.—*Wm. Fletcher*, Foley-st., St. Marylebone, chandler's shopkeeper.—*Thos. Skinner*, Colonnade, Brunswick-sq., coachmaker.—*C. T. Rendel*, Bear-yard, Lincoln's-inn-fields, foreman to a locksmith.—*John Wiseman*, jun., Artichoke-row, Mille-end-road, coachmaker.—*James Fagan*, Popham-st., Islington, plumber.—*Thos. Morris*, Bromley, coal-merchant.

*March 10, at the same hour and place.*

*Robt. H. Bore*, Strand, *Salmonger*—*Wm. Henry Buggles*,



Lewisham, Kent, portrait painter.—*Thos. Righton*, Brewster-st., Somers'-town, painter.—*Wm. Charnock*, Albion-terrace, Wandsworth-road, Clapham, Surrey, plumber.—*R. Smith*, Manor-house, King's-road, Chelsea, dealer in beer.—*G. W. Wells*, Goswell-st.-road, hosier.—*Wm. Childs*, Copenhagen-st., White Conduit-fields, grocer.—*W. Johnston*, Greenwich, assistant to an eating-house keeper.—*J. Gilbert*, Paternoster-row, map publisher.—*J. U. Hanks*, Piccadilly, out of business.

*Court-house, DOVER, Kent, March 8 at 10.*

*Thos. Cope*, Dover, mariner.—*J. Hurst*, Margate, coal-merchant.—*Thos. Jell*, Dover, out of business.—*Thos. Currie Sanders*, Ramsgate, upholsterer.—*Wm. M. Mummery*, Margate, poulterer.

*Court-house, CARDIFF, Glamorganshire, March 9 at 10.*

*Geo. G. Norman*, Cardiff, comedian.—*Hugh Allen*, Merthyr Tydvil, dealer in stones.—*J. R. Tripp*, Swansea, attorney at law.—*E. Richards*, Rhidderin, Bassale, Monmouthshire, blacksmith.—*Geo. Williams*, Cardiff, cabinet-maker.—*Thos. Davis*, Swansea, master mariner.—*Wm. White*, Cardiff, butcher.—*Wm. John*, Llanwain, farmer.—*J. Davies*, Swansea, painter.—*Wm. Lewis*, Cardiff, baker.—*D. Jones*, Dihe-widd Colliery, Lantwitwardie, superintendent of a colliery.—*Dani. Hogan*, Dowlais, Merthyr Tydvil, pit lander.—*Martha Jones*, Merthyr Tydvil, widow, innkeeper.—*Thos. Lewis*, Cardiff, out of business.—*Edw. Bowen*, Dowlais, Merthyr Tydvil, beer-house keeper.—*Wm. Harris*, Merthyr Tydvil, printer.—*Peter Price*, Merthyr Tydvil, collier.

*Court-house, LANCASTER CASTLE, March 8 at 10.*

*John Wainwright*, Manchester, builder.—*John Atkinson*, Manchester, salesman.—*Saml. Royle*, Hulme, Manchester, commission agent.—*Henry Miller*, Ribbleson, near Preston, attorney at law.—*Wm. Simpson*, Hulme, Manchester, warehouseman.—*Edward Ward*, Little Bolton, Bolton-le-Moors, out of business.—*Jos. Watson*, Much Wootton, near Liverpool, grocer.—*John Blackburn*, Blackburn, out of business.—*Thos. Monk*, Farrington, near Preston, hand loom weaver.—*E. Walsley*, Riridge, Four-land-ends, near Blackburn, out of business.—*Wm. Leadbetter*, North Meols, near Ormskirk, shoemaker.—*J. Ridgway*, Chorlton-upon-Medlock, Manchester, fustian shearer.—*Wm. Hancock*, Hulme, Manchester, assistant to a butcher.—*John Walls*, jun., Southport, lodging-house keeper.—*John Sutcliffe*, Preston, mechanic.—*Catherine Critchley*, Preston, out of business.—*Wm. Coole*, Liverpool, cattle dealer.—*Jas. Critchley*, Preston, auctioneer.

*March 9, at the same hour and place.*

*Thos. Blackbird*, Colne, builder.—*Jas. Turner*, Chorley, coal miner.—*W. S. Richards*, Manchester, retail dealer in ale.—*Wm. Ashton*, Hulme, Manchester, butcher.—*John Holt*, Halshaw-moor, near Bolton-le-Moors, out of business.—*Chris. Sharp*, Cheetham, Manchester, out of business.—*Jas. Hewitt*, Manchester, warehouseman.—*T. Clegg*, Preston, rope-maker.—*Edw. Woods*, Liverpool, commission agent.—*T. Hignett*, Liverpool, out of business.—*Thos. Lythgoe*, Liverpool, shipwright.—*Jas. Makinson*, Blackburn, joiner.—*S. Whitworth*, Blackburn, assistant to a provision shopkeeper.—*Jas. Dickinson*, Blackburn, out of business.—*Wm. Pilling*, Ashton in the Willows, near Wigan, out of business.—*T. Ashworth*, Rochdale, falling miller.—*Wm. Lawson*, Liverpool, publican.—*G. Ratcliff*, Hulme, Manchester, baker.—*Jos. Barrow*, St. Helens, out of business.—*John Lee*, Manchester, butcher.—*Wm. Howarth*, Whittle-le-Woods, near Chorley, lodging housekeeper.—*Jos. Austin*, jun., Wigan, out of business.—*Henry Lonsdale*, jun., Blackburn, tailor.—*Thos. Forrest*, Blackburn, out of business.

*March 10, at the same hour and place.*

*J. Hughes*, Manchester, publican.—*H. Thomason*, Fleetwood-on-Wyre, builder.—*John Needham*, Manchester, general agent.—*Henry Edmondson*, Newchurch, near Rochdale, clogger.—*Jas. Schofield*, Butler Clough, near Whalley, husbandman.—*Chas. Furnivall*, Litherland, near Liverpool, organist.—*Robert Hall*, Bury, waste dealer.—*John Topping*, Scholes, near Wigan, out of business.—*Jas. Barlow*, Wigan, out of business.—*John Rigby*, Wigan, grocer.—*Jas. Cooper*, Oldham, out of business.—*Edw. Duerden*, Salden, near Padisam, near Burnley, provision shopkeeper.—*Matthew Ward*, Hulme, Manchester, out of business.—*Jos. Lister*, Salford, bookkeeper.—*Robt. Davies*, Salford, shopman to a druggist.—*John Booth*, Hulme, Manchester, out of business.—*Thomas Jackson*, Liverpool, bookkeeper.—*Rich. Kilver*, Chorlton-up-

on-Medlock, out of business.—*James Kilroy*, Liverpool, shopman to a linen draper.—*Wm. Greig*, Liverpool, commission agent.—*John Shaylor*, Manchester, traveller.—*John Willey*, Habergam Eaves, Burnley, provision dealer.—*Wm. Speed*, Letherland, near Liverpool, broker's clerk.—*Wm. Aspinall*, Blackburn, manager to an ironfounder.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Edward Evans*, Great Turner-st., Commercial-road East, oil and colourman, Feb. 20, Eden's, Villier-st., Strand: 4s. 4d. in the pound.—*Matthew Norman*, Sherborne, Dorsetshire, clock maker, Feb. 20, Goddard's, King-st., Cheapside: 1s. 2d. in the pound.

#### MEETINGS.

*John Ash*, Chudleigh, Devonshire, carpenter, March 5 at 12, Exeter Inn, Exeter, sp. affairs.—*Daniel Bent*, Brierley-hill, Kingwinford, Staffordshire, upholsterer, March 2 at 11, Yeates', Birmingham, sp. affairs.—*Henry Bottomley*, Leebank, Ovenden, near Halifax, Yorkshire, grocer, March 9 at 3, Bennett's, Halifax, sp. affairs.

#### FRIDAY, FEBRUARY 18.

#### DECLARATION OF INSOLVENCY.

**SAMUEL LEWIS LAZARUS**, Kent and Sussex Hotel, Jermyn-st., St. James's, coach-proprietor and horse-dealer.

#### BANKRUPTS.

**HENRY ROGERS and FREDERICK ROGERS**, Finch-lane, Cornhill, wine and spirit-merchants, March 1 at half-past 10, and April 1 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Ruck, 14, Mincing-lane.—Fiat dated Feb. 15.

**SAMUEL LANE**, Britannia Tavern and Saloon, Hoxton Old-town, Old-street-road, victualler, March 5 at half-past 1, and April 1 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sol. Shoubridge, 4, Bedford-row, Holborn.—Fiat dated Feb. 16.

**WILLIAM SMITH**, St. Albans, and Watford, Hertfordshire, and Rotherhithe, Surrey, miller and seed-crusher, March 1 at 12, and April 1 at 11, Court of Bankruptcy: Sols. Druce & Sons, 10, Billiter-aq.—Fiat dated Feb. 14.

**JOHN THOMPSON**, Sunderland, chain and anchor manufacturer, March 4 and April 1 at 11, Thompson Arms Inn, Sunderland: Sols. J. J. and G. W. Wright, Sunderland; Swain & Co., 6, Frederick's-place, Old Jewry.—Fiat dated Feb. 12.

**WILLIAM STILES GOODEVE**, Chichester, Sussex, banker's clerk, brick maker, and miller, March 1 and April 1 at 10, Dolphin Inn, Chichester: Sols. Raper, & Co., Chichester; Blackmore & Senior, 2, New Inn, Strand.—Fiat dated Feb. 11.

**JAMES ANDREW BUTLER**, Loddington, Northampton, machine-maker, Feb. 25 and April 1 at 1, Cross Keys Inn, Northampton: Sols. Hewitt, Northampton; Wing & Twining, 1, Gray's Inn-square.—Fiat dated Feb. 12.

**WILLIAM CURTIS**, King's Lynn, Norfolk, common brewer, March 2 and April 1 at 11, Duke's Head Inn, King's Lynn: Sols. Pitcher, King's Lynn; Clowes & Wedlake, King's Bench-walk, Temple.—Fiat dated Feb. 4.

**JAMES COLES**, Victoria Iron-works, Bedwelly, Monmouthshire, apothecary and druggist, Feb. 24 at 3, and April 1 at 11, King's Head Inn, Newport: Sols. Matthews, Pontypool; Allen, 6, Lincoln's Inn-fields.—Fiat dated Jan. 22.

**WILLIAM FISHER**, Lincoln, wharfinger, carrier by water, coal-dealer, and plaster-merchant, March 4 and April 1 at 11, Castle and Falcon Inn, Newark-upon-Trent; Nottingham: Sols. Lee, Newark-upon-Trent; Milne & Co., Harcourt-buildings, Temple.—Fiat dated Feb. 9.

**WILLIAM BURGOYNE**, Plymouth, Devonshire, builder, Feb. 28 and April 1 at 11, Royal Hotel, Plymouth: Sols. Edmonds, Plymouth; Mantle, 184, Blackfriars-road.—Fiat dated Feb. 12.

**WILLIAM SCHOFIELD**, Waterhead-mill, within Oldham, Lancashire, machine-maker, March 7 at 11, and April 1 at 3, Commissioners' rooms; Manchester: Sols. Whitehead & Co., Oldham; PARRY & Co., Temple.—Fiat dated Feb. 12.

**GEORGE BROWN**, Carlisle, Cumberland, draper, March 17 and April 1 at 11, Coffee-house, Carlisle: Sols. Humphrys & Co., Manchester; Law & Bender, Carlisle; Walsley & Co., 43, Chancery-lane.—Fiat dated Feb. 4.



**EDMUND HAWORTH**, Manchester, merchant, March 7 and April 1 at 12, Commissioners'-rooms, Manchester: **Sols. Edward & Robert Wm. Bennett**, Manchester; **Abbott & Arney**, 4, Charlotte-st., Bedford-sq.—Fiat dated Feb. 12.

## MEETINGS.

**Edw. Phillips** and **Samuel Phillips**, Regent-st., lamp-manufacturers, March 2 at 11, Court of Bankruptcy, pr. d.—**J. Miller**, Nursery-gardens, Durham-down, Clifton, Bristol, nurseryman, March 4 at 11, Commercial-rooms, Bristol, pr. d.—**Fredk. F. Carruthers**, Manchester, distiller, Feb. 28 at 12, Court of Bankruptcy, ch. ass.—**Robt. H. C. Hunt**, **Hen. C. Hunt**, and **Ed. O. Smith**, Old Broad-st., City of London, and **Hanburgh**, merchants, March 3 at 2, Court of Bankruptcy, sp. off. sep. est. of **Ed. O. Smith**.—**Robert Wilson**, Newcastle-upon-Tyne, colliery owner, March 11 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, ch. ass.—**W. Williams**, Cavanre, Herefordshire, corn-dealer, March 14 at 11, Black Swan Inn, Hereford, last ex.—**John Richmond** and **Robt. Smith**, Manchester, yarn-agents, March 14 at 10, Commissioners'-rooms, Manchester, last ex.—**Ed. Mountford** and **Fredk. Mountford**, Bath, drapers, March 12 at 11, Court of Bankruptcy, and. ac. and first and fin. div. joint and sep. est.—**John Strutt**, Argyll-street, Argyll-square, lodging house-keeper, March 12 at 12, Court of Bankruptcy, and. ac.—**T. Morris** and **Richard Nicholson**, Barton-upon-Humber, Lincolnshire, bankers, Feb. 28 at half-past 10, Court of Bankruptcy, and. ac.—**Samuel Churchill**, Deddington, Oxfordshire, scrivener, Feb. 28 at 1, Court of Bankruptcy, and. ac.—**John Werrall**, Sussex-street, Tottenham-court-road, victualler, March 14 at 11, Court of Bankruptcy, and. ac.—**Thos. Saunders Cove**, Walmer, Kent, merchant, March 14 at half-past 11, Court of Bankruptcy, and. ac.—**Samuel Rayner**, Fins-gate, Derby, marble mason, March 14 at 12, Court of Bankruptcy, and. ac.—**Hen. Bragg**, Fenning's-wharf, Southwark, and Grove-hill-terrace, Grove-lane, Camberwell, cheese factor, March 14 at 1, Court of Bankruptcy, and. ac.—**Thos. Benj. Procter**, Stockwell, lunatic asylum keeper, March 14 at half-past 12, Court of Bankruptcy, and. ac.—**Arth. Bridson**, Dublin, provision merchant, March 14 at half-past 1, Court of Bankruptcy, and. ac.—**Eliz. Car. Radford**, **Joshua Radford**, and **Joseph Radford**, Manchester, ironfounders, March 15 at 11, Commissioners'-rooms, Manchester, and. ac.—**W. Haslett**, Liverpool, provision dealer, March 12 at 1, Clarendon-bdgs., Liverpool, and. ac.—**Hen. Youens**, Ladgate-hill, grocer, March 11 at half-past 12, Court of Bankruptcy, fin. div.—**Thm. Abr. Curtis**, Tokenhouse-yard, merchant, March 11 at 1, Court of Bankruptcy, div.—**Jos. West**, High-street, Shoreditch, grocer, March 11 at 12, Court of Bankruptcy, div.—**Henry Jackson**, Mountsurral, Leicestershire, money scrivener, March 12 at 12, King's Head Inn, Loughborough, and. ac.; at 1, div.—**Thos. Daniell**, Boulogne, copper smelter, May 24 at 10, Pearce's Hotel, Truro, Cornwall, div.

## CERTIFICATES TO BE ALLOWED

Unless Cause shown to the contrary, on or before March 11.

**Chas. Gushouse**, Bristol, surgeon.—**Robert Drake**, Bristol, engraver.—**John Andrews**, Marden Ash, near Ongar, Essex, shoemaker.—**John Jones**, Maddox-st., Regent-st., tailor.

## PARTNERSHIP DISSOLVED.

**W. Piesker** and **Geo. Blencowe**, Northampton, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

**Don. McEadie & Co.**, Glasgow, blacksmiths.—**Geo. Main & Co.**, Millhaugh Building Society, Lanarkshire.—**Den. Eadie**, Annabath, Ayrshire, merchant.—**Jas. Barlow**, jun., Banff, grocer.—**Jas. Fairweather**, jun., Dundee, manufacturer.—**A. Robertson**, Tain, hotel keeper.—**Ebenezer Rutherford**, Kirkcaldy, merchant.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, March 11 at 9.

**Thos. Stevens**, Leman-st., Goodman's-fields, carpenter.—**J. Smith**, Middle Grove-st., Commercial-road East, wheelwright.—**Wm. Hen. Scholefield**, Red Cross-street, Borough-market, Southwark, butcher.—**Isaac Geo. Smith**, Ratcliffe-terr., Goswell-road, cabinet maker.—**Edw. Harris**, Walcot-square and Park-st., Lambeth, comedian.—**John Brakenahir**, Ramsgate, manager for smack owner.—**Wm. Donnan**, North-pl., West-square, trestler.—**Hen. Isstone**, Sydenham, saddler.—**Barn. Abrahams**, Wells-street, Mile-end New-town, rag merchant.—**John. Lewis**, Bath-st., Lower East Smithfield, clerk.

March 14, at the same hour and place.

**Rich. Banister Hurst**, Quaver-st. and New Nichol-street, Spitalfields, fancy trimming maker.—**Abrah. Myers**, Off-alley, Strand, out of business.—**Thos. Granger**, Noble-st., Goswell-st., licensed victualler.—**P. Joyce**, Marshall-st., London-road, St. George's-fields, dealer in old iron.—**Matt. Ansell**, Molyneux-st., Bryanstone-sq., porter.—**Hen. Edwards**, Windsor-st., Lower-road, Islington, turner.—**Edw. Gratton**, Devonshire-pl., Stoke Newington-green, map publisher.—**Wm. S. Rice**, Gloucester-st., Queen-sq., Bloomsbury, plumber.—**B. Harris**, Chatham, clothier.—**Henry Nelson**, Ashley-crescent, City-road, commission agent.

Court-house, MONMOUTH, March 11 at 10.

**Wm. Roberts**, Abargavenny, grocer.—**Williams Price**, jun., Tredegar Iron-works, attorney at law.—**John Daniell**, Tyn-filkins, Monyddialloyne, out of business.—**J. Edwards**, Ramney Ironworks, constable.—**Jas. Jones**, Varley Iron-works, Trevehen, hallier.—**Isaac Williams**, Usk, saddler.—**William Parker**, jun., Abersychan, publican.

Court-house, GLOUCESTER, (City), March 14 at 10.

**Wm. Sage**, Littleworth, butcher.—**Phil. Cross**, Longhope, butcher.—**Wm. Sterry**, Gloucester, builder.

Court-house, GLOUCESTER, (County), March 14 at 10.

**Wm. Leit**, Berkeley, out of business.—**J. Morgan**, Chiswell, near Coleford, innkeeper.—**Thos. W. Brighton**, Cheltenham, paper hanger.—**Wm. Isher**, Cheltenham, baker.—**Hen. Sindrey**, St. Briavels, sawyer.—**Geo. Spire**, Gloucester, pig dealer.—**J. Drinkwater**, Churcham, farmer.—**E. Humphris**, Bourton-on-Water, pig dealer.—**John Hen. Martin**, Cheltenham, plumber.—**Edi. Dowell**, Stonehouse, saddler.—**William Coney**, Leckhampton, near Cheltenham, carpenter.—**H. Burford**, Maisemore, near Gloucester, horse dealer.—**T. Corbett**, Cheltenham, out of business.—**Richard Dobbs**, Cinderford, St. Briavels, collier.—**Wm. Turner**, Greet, near Winchcomb, labourer.—**Jas. Keyes**, Stanton, Worcestershire, waiter.—**Fred. Ferd. Arms Steele**, Stapleton, near Bristol, out of business.—**D. Tawney**, Lansdowne, Cheltenham, turnpike-gate keeper.—**Rich. Cook**, St. Briavels, out of business.

Court-house, LANCASTER CASTLE, March 9 at 10.

**George Newsham**, Bolton-le-Sands, cinder burner.

March 11, at the same hour and place.

**Robt. Scholes**, Little Bolton, out of business.—**Peter Shawcross**, Newton-leath, out of business.—**Roger Tatham**, Rochdale, out of business.—**L. Rawcliffe**, Preston, out of business.—**A. M. Carter**, Preston, tailor.—**Joshua Gath**, Manchester, out of business.—**James Standing**, Lancaster, butcher.—**John Stanton**, Bolton-le-Moors, out of business.—**Jas. Bardsley**, Manchester, butcher.—**Richard Kay**, jun., Bolton-le-Moors, carter.—**Joseph Mills**, jun., Rochdale, out of business.—**Jos. Robinson**, Liverpool, joiner.—**Wm. Robson**, Manchester, eating house-keeper.—**George Lomas**, Birthe cum Bamford, near Bury, grocer.—**Rich. Wright**, Witton, near Blackburn, provision shopkeeper.—**C. J. Almond**, Preston, commission-agent.—**E. J. Williamson**, Manchester, coal dealer.—**Jos. Barker**, Manchester, out of business.—**Thomas Brown**, Rochdale, tea dealer.—**Henry Stowe**, Blackburn, butcher.—**Edw. Blackley**, Manchester, meal dealer.—**A. Hilton**, Manchester, butcher.—**Joseph Hinchliff**, Lower Darwen, near Blackburn, provision shopkeeper.

March 10 at the same hour and place.

**Jas. Whitaker**, Stuckshead, near Bacup, out of business.—**John Preston**, Lanshum-bridge, near Colne, weaver.—**J. S. Berwick**, Sutton, near Evesham, Cheshire, out of business.—**Wm. Wilkinson**, Blackrow, farmer.—**Wm. Arkwright**, Clithero, out of business.—**R. Hammond**, Radcliffe, near Bury, brewer.—**John Hughes**, Liverpool, grocer.—**John Ainsworth**, Over Darwen, near Blackburn, provision shopkeeper.—**John Sharples**, Bankfold-gate, and Pickup-bank, near Blackburn, farmer.—**Joseph Hardy**, Manchester, shopman to an iron-monger.—**Eliz. Swire**, Smallbridge, near Rochdale, wheelwright.—**Saml. Catlin**, Southport, butcher.—**David Davies**, Hulme, Manchester, retail dealer in ale.—**Jos. Rhodes**, Manchester, out of business.—**Bridget Varley**, Clithero, farmer.—**Wm. Bowers**, Openshaw, Manchester, hatter.—**Robert Ascroft**, Burscough, near Ormskirk, corn miller.—**Rich. Beeley**, Coppall, near Chorley, farmer.—**John Beardmore**, Manchester, fishmonger.—**Joseph Sharples**, Withington, near Manchester, victualler.—**Robt. Travis**, Salford, drysalter.—**Wm.**

Baldwin, Colne Waterside, provision shopkeeper.—*J. Whatmough*, Tong, stonemason.

March 14, at the same hour and place.

*H. J. Hemm*, Hulme, Manchester, teacher of languages.—*James Sutton*, Pendleton, Manchester, commission agent.—*J. B. Lomas*, Manchester, finisher.—*John Moss*, Salford, out of business.—*John Belshaw*, jun., Manchester, stationer.—*M. Gaskell*, Hulme, Manchester, widow, out of business.—*James Halliwell*, Sharples, near Bolton-le-Moors, victualler.—*John Worswick*, Wigan, common brewer.—*Saml. Jones*, Manchester, victualler.—*Geo. Glasbrook*, Wigan, cooper.—*A. Jackson*, Chorlton-upon-Medlock, out of business.—*Ellis. Seger*, Manchester, sizer.—*James Munro*, sen., Liverpool, iron-founder.—*David Martin*, Liverpool, captain of a ship.—*Saml. Allsop*, Chorlton-upon-Medlock, coach driver.—*James Dean*, Habergham Eaves, near Burnley, out of business.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John Baker*, Gloucester, builder, Feb. 22, Addison's, Gloucester: 1s. 2d. in the pound.—*Jas. E. Whittenbury*, Pancras-lane, Bucklersbury, commission agent, Feb. 21. Smith & Taylor's, Basinghall-st.: 1s. in the pound, (in addition to 2s. 6d.).

#### MEETINGS.

*John Harrison*, Cottingham, Yorkshire, innkeeper, March 7 at 9, Tiger Inn, Cottingham, sp. affairs.—*John Richards*, Watford, Hertfordshire, chemist, March 10 at 1, George and Vulture Tavern, St. Michael's-alley, Cornhill, sp. affairs.—*C. Jones*, Tynmawr, Llanfair, Dyffryn Clwyd, Denbighshire, widow, March 23 at 1, Cross Foxes Inn, Ruthin, sp. affairs.

**MASTER IN CHANCERY.**—The Lord Chancellor has appointed Benjamin Tuthill Allen, of Burnham, Somersetshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

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# The Jurist

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FEB. 26, 1842.

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\*. \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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LONDON, FEBRUARY 26, 1842.

RECENT occurrences, of which public notice has been taken in the Legislature, have given some degree of present practical interest to the question, whether one state ought to deliver up to another persons, who, having committed some act criminal by the laws of the second, have escaped thence, and taken refuge in the first.

Of the law of England, as to the particular question arising in the circumstances to which we allude, there never was, we apprehend, any doubt; and if there had been any, there could not remain much after the explicit opinions which have lately fallen from the highest law authorities in the House of Lords. But, on the general question, it is not quite so clear what is the law of nations, and of England, in so far as the former is included within it. Vattel, in the "Treatise on the Law of Nations," thus states his view: "If a criminal escapes, and returns to his own country, justice must be demanded at the hands of his sovereign; and since the latter ought not to permit his subjects to molest the subjects of another sovereign, and, still less, audaciously to offend foreign governments, therefore, he ought to compel the criminal to repair the damage or injury which he has done, if possible; or inflict exemplary punishment upon him; or, lastly, according to the nature of the case and the circumstances, deliver him up to the offended state, in order that it may do justice upon him. This is a tolerably general practice with respect to great crimes, which are equally contrary to the laws providing for security in all states. . . . Murderers, incendiaries, and robbers, are seized everywhere, on the demand of the sovereign in whose territories the crime has been committed, and delivered up to justice. In states which are united by close ties of alliance and amity, the practice goes still farther;" . . . and he goes on to speak of what is actually practised, by arrangement, between such states. (Vattel, book ii. c. 6, ss. 75, 76).

Dr. Story, referring to these passages in Vattel, attri-

butes to that author the opinion, that the surrender of criminals is a matter of strict international right. It is manifest, however, that Vattel is only speaking of the case where the act done is equally a crime in both the States; and that his opinion is to be taken with that qualification, is, we think, plain from the instances that he selects, viz. murder, incendiarism, and theft, crimes of which he speaks, and with truth, as equally contrary to the laws providing for security in all countries.

Grotius also speaks of the rule of surrendering criminals, as obligatory. He says: "Cum vero non solum civitates permittit ut civitas altera armata intra fines suos pœne expetendæ nomine veniat, neque id expediat, sequitur, ut civitas apud quam degit qui culpæ est compertus, alterum facere debeat, aut ut ipsa interpellata pro merito puniat nocentem, aut ut eum permittat arbitrio interpellantis. Hoc enim illud est de dere, quod in historiis sæpius occurrit." (Grot. de Jure Bel. lib. 2, sect. iv. tom. 2, p. 577). And then he goes on to refer to a variety of cases in which persons having committed offences have been delivered up. But he concludes with this proviso: "Quæ omnia tamen sic intelligenda sunt, ut non stricte populus aut rex ad dedendum teneatur, sed, ut diximus, ad dedendum aut puniendum." (Id. sect. iv. p. 578; see also Burlamaqui's Principles, pt. 4, c. 3, sect. 24). Whence, it seems, that Grotius also must have had in view only the cases where the act committed is a crime by the laws of both countries. Were the doctrine, laid down on this point by the two authors cited, not thus limited, it would go the length, in effect, of determining, that a Sovereign ought to punish his subject for an act, for which, by law, he cannot properly be punished.

Voet, on the other hand, citing the practice of the Romans, and contrasting it with that of the nations of Christendom, expresses himself, so as to leave it to be inferred, that he treats the practice of surrender as one of comity, and not of national duty. (Voet de Stat. 358; and see Story's Conflict of Laws, 520).

Puffendorff also, it is said, denies the right of surrender as a matter of right\* ; (Burlemaqui, pt. 4, c. 3, sect. 24); and to the same effect are the arguments of Marten. (Law of Nations, book iii, cap. 3, sect. 23).

Lord Coke says, "it is holden, and so it hath been resolved, that divided kingdomes under severall kings in league one with another, are sanctuaries for servants, or subjects flying for safety from one kingdom to another, and upon demand made by them, are not by the laws and liberties of kingdomes to be delivered; and this (some say) is grounded upon the Law in Deuteronomy, *non trades servum domino sue qui ad te confugerit.*" (3rd Inst. 180), and he cites a case in 84 Eliz., in which the Queen, demanding from the French king certain of her subjects who had committed treason against her, the French king refused to deliver them up, alleging, that "*omnis regna profugis esse libera, regum interesse ut sui quisque regni libertates tueantur.*" And to this may be added a case referred to by Monsieur Merlin, (Repert. vol. 31, p. 382), where a Florentine, having committed a murder in England, fled to Rome; and being demanded by the King of England, the Roman State refused to deliver him up.

Mr. Chancellor Kent advocates a contrary opinion: "The language," says that eminent judge, "of the authorities is clear and explicit; and the law and usage of nations rest on the plainest principles of justice. It is the duty of the government to surrender up fugitives on demand, after the civil magistrate shall have ascertained the existence of reasonable ground for the charge, and sufficient to put the accused upon his trial. The guilty party cannot be tried and punished by any other jurisdiction than the one whose laws have been violated. Therefore, the duty of surrendering him applies as well to the case of the subjects of the State surrendering, as to the case of subjects of the power demanding the fugitive." (Comm. Vol. 1, p. 37).

But a writer and judge no less eminent, already referred to, after stating this opinion of the American Chancellor, observes, that other distinguished judges and jurists have entertained a different opinion. (Story's Commentaries on the American Constitution, iii. 675).

In our own Courts, there is a case referred to in 4 Taunt. 43, by Heath, J., of the crew of a Dutch ship who had seized the ship and escaped with it to this country, and it was determined that they ought to be sent back to Holland, there to be tried. And there are two old cases, in one of which, *Re v. Hutchinson*, (3 Keb. 785), the Court refused to bail a man committed on suspicion of a murder in Portugal. The other (*Lundy's case*, 2 Vent. 314) followed in a more modern one, (*Re v. Kimberley*, 2 Str. 848), decides that a party may be committed here for a felony in Ireland, in order to be sent over there to be tried. The first case only decides that the prisoner could not be bailed; and the second determines the rule only as between two states, members of the same political body or federation, and not as between states foreign to each other for all purposes.

Such is a very brief outline of the authorities on this intricate subject; and it seems, on reviewing them, rather difficult to coincide in the opinion of Mr. Chancellor Kent, in considering them as clear and explicit, or establishing anything like a settled rule. On the contrary, whatever may be considered a sound and reasonable theory, it is plain, we submit, on the whole, that there is a very considerable conflict, both in the opinions of jurists, and the decisions of tribunals as to what is the law of nations on this point.

It will be found, however, we believe, that, in all the cases put by jurists, as well as those decided by tribu-

\* But see Story's Conflict of Laws, 521, note 4, where the learned author, referring to this alleged opinion of Puffendorff, adds, that he has been unable to find any passage to that effect in his work.

nals, in which it has been held, that one state ought to deliver up to another persons who have committed crimes in the territory of the second, the alleged crime has been an act which was a crime by the law of the state delivering up the offender, as well as by the law of the state where the offence was committed. And we have not found any authority for holding, that, by the law of nations, one state is bound to deliver up to another persons who have committed, in the territory of the second, an act criminal by the law of the second, but innocent by the law of the first.

## DISTRINGAS ON STOCK.

### I. DISTRINGAS UNDER THE 5 VICT. c. 5, s. 5.

FOR the purpose of restraining the legal holder of stock from dealing with it to the prejudice of the persons beneficially interested, an injunction, upon a bill filed, has hitherto been the only course that could be pursued in the Court of Chancery; and, before the statute of the 39 & 40 Geo. 3, it was necessary to make the Bank a party to the suit. But, in the Court of Exchequer in Equity, a practice had grown up, of effecting the same object by the more commodious, but less familiarly known, proceeding by writ of *distringas*. This was, in truth, the commencement of a suit against the Bank or other public body having the custody of the stock, being the proper process against a corporation, and founded on a supposed bill of injunction; yet, in point of fact, no bill was actually filed. The writ was served on the Secretary of the Bank, and was accompanied by a notice in writing, signifying that the *distringas* was intended to prevent the transfer, or the payment of the dividends, of a particular sum of stock standing in the name of the person mentioned and described in the notice. Or the notice might be confined, by the special permission of the Directors, to a certain part only of a particular sum of stock, whenever the circumstances of the case required it; as, for instance, when the stock was standing in the name of an executor or trustee for several cestuis que trust, and the proceedings were instituted by only one of them. After the receipt of this notice, the Bank was restrained from permitting a transfer of the stock, or payment of the dividends, for a limited time, within which a bill might be filed for an injunction. And thus, in the common phraseology, "a stop was put on the stock." It was, however, the usual practice of the Bank to give notice to the party issuing the *distringas*, that, unless a bill was filed, and an injunction obtained before a certain day, they would permit the transfer. (1 Daniel's Ch. Practice, 202). And it seldom happened that a bill was filed; for, when the object of the equitable owner, of bringing about an arrangement with the legal owner, was attained, no further steps were taken in the matter.

The act "To make further provisions for the Administration of Justice," 5 Vict. c. 5, in abolishing the equitable jurisdiction of the Court of Exchequer, would have put an end to this practice of proceeding by *distringas*, which was peculiar to that court, and has been found extensively useful. But the 5th section of that act provides for its continuance in the Court of Chancery, on the same footing as it had obtained in the Court of Exchequer; and enacts, that, in the place of the writ of *distringas* heretofore issued from the Court of Exchequer, there shall, after the 15th October, 1841, be issuable from the Court of Chancery, and be sealed at the Subpœna Office, a writ of *distringas*, whose force and effect, and the practice under or relating to it, shall be the same as it was in the Court of Exchequer.

A form of the writ of *distringas*, which is thus issuable out of Chancery, is given in a schedule to the act. And the judges of the Court of Chancery are empowered

to frame rules for carrying into effect the adoption of the practice in *distringas* in that court.

In the exercise of that power, an Order "for regulating the practice of *distringas* on stock" was issued by the Lord Chancellor, on the 17th of November last. (5 Jur. 1044).

According to the directions of this Order, any person claiming to be interested in stock standing in the name of any other person in the books of the Bank of England, may, by his solicitor, prepare a writ of *distringas* in the form set out in the schedule to the act, and present it for sealing at the Subpoena Office.

When the writ is presented for sealing, it is to be accompanied by an affidavit by the person applying for the writ, or his solicitor, which, according to the form prescribed by a subsequent Order of the 10th December last, (5 Jur. 1141), is to state, that the party is beneficially interested in the stock, and specify the amount and description of stock, and the person in whose name it is standing. But it need not state a belief of any danger of the stock being dealt with prejudicially to the party's interest.

The writ is to be served upon the Bank with the same kind of notice as was usual with regard to the Exchequer writ, and is to have the same force in restraining a transfer, or payment of dividends. But it is not to remain in force, without the order of the court, for more than eight days after a request from the party in whose name the stock is standing, for a transfer or payment of the dividends.

The writ may be discharged, as of course, on the petition of the party on whose behalf it was issued; or on the application, by motion or notice, or by petition, duly served, of any other person claiming to be interested in the stock; with such costs to be paid by the party applying for the discharge, as the court shall award.

The Order also contains other regulations relating to the fees and costs.

The Order particularizes only stock transferable at the Bank of England, being that with which the practice of *distringas*, in the Court of Exchequer, was most commonly conversant. But the proceeding by *distringas*, like the proceeding by injunction under the statute of the 39 & 40 Geo. 3, is applicable, it is believed, to the funds in the management of the South Sea Company, as well as to those under the control of the Bank. We are not aware that it has ever been attempted to be employed with regard to interests in the stock or share of any other corporate companies. But sect. 4 of the 5 Vict. c. 5, invests the Court of Chancery with the administration of a summary process, having a similar purpose, with respect to the stock or shares of any public company. For it enacts, "That on and after the said 15th day of October, 1841, it shall be lawful for the Court of Chancery, upon the application of any party interested, by motion or petition, in a summary way, without bill filed, to restrain the Governor and Company of the Bank of England, or any other public company, whether incorporated or not, from permitting the transfer of any stock in the public funds, or any stock or shares in any public company, which may be standing in the name or names of any person or persons, or body politic or corporate, in the books of the Governor and Company of the Bank of England, or in the books of any such public company, or from paying any dividend or dividends due or to become due thereon." And this mode of proceeding is assimilated as far as may be to the practice in *distringas*. The order made by the Court of Chancery upon such motion or petition, is to specify the amount of the stock, or the particular shares which it is intended to affect, and the person in whose name they are standing; and the court has power, upon the application of any party interested, to discharge or vary the order, and to award costs upon such application, as the court shall think proper.

## II. CHARGING ORDER, OPERATING AS A *DISTRINGAS*, UNDER THE 1 & 2 VICT. c. 110, s. 14.

The stat. 1 & 2 Vict. c. 110, in the furtherance of its purpose of enlarging the remedies of creditors against the property of their debtors, has furnished a judgment creditor with the means of obtaining satisfaction for his debt out of a species of property, which he could neither take in execution at law, nor attach in equity. The 14th section of that act enables him to lay hold of the funded property of his debtor, by a mode of proceeding that resembles a *distringas* in some of its results and practical details. It enacts, "That, if any person against whom any judgment shall have been entered up in any of her Majesty's superior courts at Westminster, shall have any government stock, funds, or annuities, or any stock or shares of or in any public company in England, (whether incorporated or not), standing in his name in his own right, or in the name of any person in trust for him, it shall be lawful for a judge of one of the superior courts, on the application of any judgment creditor, to order that such stock, funds, annuities, or shares, or such of them, or such part thereof respectively as he shall think fit, shall stand charged with the payment of the amount for which judgment shall have been so recovered, and interest thereon; and such order shall entitle the judgment creditor to all such remedies as he would have been entitled to, if such charge had been made in his favour by the judgment debtor."

In considering the nature of the "charging order" introduced by this enactment, we may inquire, firstly, upon whose application the order may be obtained; secondly, by whom it may be made; thirdly, to what property it may extend; fourthly, its effects as a *distringas*; and, fifthly, the mode of proceeding in obtaining and enforcing it.

1. The order is to be obtained upon the application of a judgment creditor. And the judgment upon which a creditor may proceed may, it seems, be a judgment entered up before the passing of the act, as well as after, conformably to the express enactments, on that point, of the 11th and 13th sections. And it is to be remembered, that, according to the 18th section, the term "judgments" here includes "all decrees and orders of courts of equity, and all rules and orders of courts of common law, whereby any sum of money, or any costs, charges, or expenses, shall be payable;" and that the persons to whom any such monies, &c., shall be payable, shall be deemed judgment creditors within the meaning of the act, and be entitled to all remedies thereby given to judgment creditors.

2. The order is to be made by a judge of one of the superior courts of common law.

In cases where stock was standing in the name of the Accountant-General of the Court of Chancery, the Vice-Chancellor, at an early period after the passing of the act, made some orders of this kind, charging such stock for the benefit of a judgment creditor. But, in *Miles v. Presland*, (2 Beav. 300; 4 My. & C. 431), a defendant being entitled to a fifth share of certain stock, standing in the name of the Accountant-General to the credit of the cause, a creditor, who had obtained judgment against him in the Exchequer of Pleas, applied to the Master of the Rolls, under the 14th section, for an order nisi to charge the defendant's fifth share of the fund with the amount of the judgment debt. But his Lordship, conceiving that he had no authority to make the order, requested that the motion might be made before the Lord Chancellor. And Lord Cottenham, when the matter was accordingly brought before him, stated, that, after having consulted with the Master of the Rolls and the Vice-Chancellor, they were all of opinion, that the judges of the Court of Chancery had no jurisdiction to make orders upon judgments, under the 1 & 2 Vict. c. 110, s. 14, and that the application should be

made to one of the common law judges. His Lordship added, that though the Vice-Chancellor had made such orders, his Honor's attention had not at the time been called to the objection. In consequence of this decision, a charging order, obtained from the Vice-Chancellor in the case of *Hulbe v. Day*, (4 Jur. 1125, 10 Sim. 41), was discharged on the application of the debtor; and another order of the same kind was subsequently obtained by the creditor from a judge of the Court of Exchequer.

In these cases, the judgment was a judgment obtained in a court of common law; but with respect to decrees and orders of the courts of equity for the payment of money, &c., that are to have the force of judgments under the 18th section, that section, after enacting, that the persons to whom such money, &c., shall be payable under such orders, "shall be deemed judgment creditors within the meaning of this act," proceeds to provide, "that all powers hereby given to the judges of the superior courts of common law, with respect to matters depending in the same courts, shall and may be exercised by courts of equity with respect to matters therein depending. It would appear, therefore, that a charging order for the benefit of the person entitled to the money under the decree or order for payment, should be made by a judge of a court of equity.

3. The property that may be charged by an order of this kind is described in the act, as "any government stock, funds, or annuities, or any stock or shares of or in any public company in *England*, (whether incorporated or not)."

The stock, &c., may be either "standing in the name of the debtor in his own right, or in the name of any person in trust for him." Soon after the passing of the act a doubt was raised, whether, under this clause, stock could be charged in which the debtor had only a partial interest; and whether the construction of its terms must not be governed by that put on similar expressions in the Statute of Frauds, (see *Dec v. Greenhill*, 3 B. & Ald. 684), so as to be held to apply only to simple trusts for the debtor alone, and not to trusts where the stock is standing in the name of a trustee for several persons having partial interests. But there is this material distinction to be observed between the cases, that, in those relating to the creditor's remedy against the debtor's *lands* under the Statute of Frauds, the partial interest, subject to which the debtor was entitled, materially interfered with the possession to be delivered under the *charge*; while, on the contrary, the nature of an equitable charge is capable of being accommodated to every degree and modification of interest, and, as such, is made available, not only against funded property, under the 14th section, but also, under the 13th section of the act, for the purpose of binding those partial and reversionary and other interests in real property that cannot be taken in execution. The doubt, however, is now entirely removed by the stat. 3 & 4 Vict. c. 82, which extends the provisions of the 1 & 2 Vict. c. 110, s. 14, "to the *interest* of any judgment debtor, whether in possession, remainder, or reversion, and whether vested or contingent, as well in any stocks, funds, or shares, as also in the dividends, interest, or annual produce of such stocks, &c." It was also doubted, whether the power of a judge to make a charging order of this kind applied to the case of stock standing in the name of the Accountant-General of the Court of Chancery. But this doubt, also, is removed by the same explanatory statute, declaring, that it shall be lawful for a judge of any of the superior courts of law to make such order, as to stock, &c., standing in the name of the Accountant-General of the Court of Chancery, or the interest and dividends thereof, in the same way as if the same were standing in the name of a trustee for the judgment debtor. But the order in such a case shall not operate to prevent a transfer, or payment of the dividends, by direction of the Court of Chancery.

The construction of this part of the statute of 1 & 2 Vict. c. 110, both independently of the subsequent declaratory act, and as explained by its assistance, was much discussed in the case of *Hulbe v. Day*, already referred to. In that case, the defendant was entitled to certain sums of stock, standing in the name of the Accountant-General to his separate account, and had mortgaged them; and a person who had recovered judgment in an action against him, in May, 1840, obtained an order from Mr. Baron Rolfe, under the 14th section, charging the stock with the payment of the sum for which judgment had been recovered. Upon a petition by the creditor to the Vice-Chancellor, for a subsidiary stop-order on the fund, it was contended, on the part of the debtor: firstly, that the act of the 1 & 2 Vict. did not apply to stock in which any other person besides the judgment debtor had an interest; and, secondly, that stock standing in the name of the Accountant-General was not within that act; and that the 3 & 4 Vict. c. 82, which passed on the 7th August, 1840, had no retrospective operation, so as to remove these objections. In giving judgment upon this case, the Vice-Chancellor said: "Before the second act passed, I had occasion to speak to the Lord Chancellor on the subject of the first act, and I distinctly understood from his Lordship, that it was the intention of the legislature, that any order, which should have the effect of making a charge on stock standing in the name of the Accountant-General, should be made, not by a judge of this court, but by a judge of one of the courts of law; but the Lord Chancellor never expressed a doubt that the judges of the courts of common law might make orders which should charge stock standing in the name of the Accountant-General, in which the party sought to be charged had *any* interest; and it is very clear to me, that, if there was any such doubt, it is removed by the subsequent act, which does both declare and define what shall be the construction of the former act." After distinguishing the case of *Dec v. Greenhill*, which had been cited, his Honor continued: "It seems to me, that, in a case where the Accountant-General holds a fund in trust for A. and other persons, he is a trustee for A. and those other persons; and, if A.'s interest in the fund is subject to a charge, I see no reason why that circumstance should prevent an order being made, under the act, to charge the fund." But, on this point as well as the other, his Honor thought the act, being a statutory explanation of the first, had a retrospective operation. Supposing, however, that the act had a retrospective effect, it had been contended that the order of Mr. Baron Rolfe was erroneous, because it charged the stock generally, and not the debtor's interest in the stock, with the judgment debt. But Sir L. Shadwell was of opinion, that, though the debtor had not an exclusive interest in the fund, and the order was void as to a party who had a prior interest in the fund, it would, nevertheless, extend to the interest which he had; and the stop-order was granted, the mortgagees of the fund being excepted out of it.

An order, therefore, may be made, charging any interest of the debtor in the stock, though it be partial only, and either joint, particular, or reversionary; and the order may charge either the *corpus* of the stock, or the dividends only; and it may comprehend the whole of a certain sum of stock belonging to the debtor, or be confined to a part only, so as to adapt the extent of the charge to the amount of the debt; and it will not be defeated by a mortgage of the fund previously made by the debtor, but will take effect subject to the prior incumbrance. For this is agreeable to the terms of the act, which places the judgment creditor in the same situation exactly, and invests him with the same remedies, as if the charge had been made in his favour by the debtor himself.

According to the obvious construction of the clause,



its provisions apply to stock vested in the debtor, not at the time when the judgment is entered up, but at the date of the order. The debtor, therefore, may defeat the creditor's remedy, by selling the stock at any time before an order is obtained.

4. In order to prevent the judgment debtor from disposing of the stock, &c., so as to defeat the creditor's remedy, the charging order is, in the first instance, to be made *ex parte*, and without notice to the debtor, and is an order to shew cause only; and till the order is made absolute, or discharged, it shall operate in the way of a *distringas* to restrain the Bank or the public company from permitting a transfer; or, if after notice of the order they permit a transfer, will render them liable to the judgment creditor to the amount of the property so charged and transferred; and no disposition of the judgment debtor in the meantime will be valid against the judgment creditor.

It is observable, that, though the words "government stock, funds, or annuities," are undoubtedly applicable to stock transferable at the South Sea House, as well as at the Bank, the Bank alone is expressly mentioned in the part of the 15th section of the act relating to the *distringas*. Nor do the general expressions there used seem adapted to include the government stock in the hands of the South Sea Company.

If the stock is standing in the name of the Accountant-General of the Court of Chancery, that court will grant a stop-order on the stock as auxiliary to a charging order by a common law judge, during the interval of the six months to elapse between the charging order and any proceedings to make the charge effectual. (*Hulkes v. Day*, 4 Jur. 1125, 10 Sim. 41).

5. With the view of obtaining a charging order, the nature and particulars of the property which it is proposed to charge should, in the first case, be ascertained; and, upon an affidavit, stating the circumstances of the judgment, and the amount and description of the stock intended to be charged, and the name of the person in which it is standing, an order *nisi* will be made upon application to a judge at chambers. The order is to be served immediately upon the Secretary of the Bank, or upon the acting officer of the Company, according to the nature of the property to which it relates; and, afterwards, notice of the order is to be given to the judgment debtor, by service of a copy of it upon him or his attorney.

If the judgment debtor, having been served with notice of the order, shall not, within the time, or on the day, mentioned in the order, shew sufficient cause to the contrary, the order may be made absolute. Or, sufficient cause being shewn, it may be discharged on his application; as it may, likewise, on the application of any other party interested in the stock, as a trustee or another cestui que trust.

In preparing the affidavit on which an order is to be founded for charging a partial interest, care should be taken accurately to specify the amount, as well of the whole sum of stock, as of the part or share in which the judgment debtor is beneficially interested. In a case where the charge was, in the first instance, too extensive, being applied to the whole of a sum of stock standing in the name of a trustee, and the judgment debtor was only one of several cestuis que trust, the order was discharged, and confined to an amount commensurate with the interest of the debtor. (*Willesford v. —*, Wilkinson, Law of Stock, 245). We have seen, however, (*Hulkes v. Day*, ubi sup.), that the Vice-Chancellor did not consider an order was absolutely invalidated by reason of its not being restricted to the actual interest of the judgment debtor in the property; but though void, in such a case, as to a party having a prior or partial interest, and incorrect in its form, it might be effectual to the extent of the actual share or interest of the debtor.

The effect of the order, when made absolute, will be the same (but no other or greater) as if the debtor had himself charged the stock or dividend, in favour of the judgment creditor, with the amount of the sum mentioned in the order. (1 & 2 Vict. c. 110, s. 14; 3 & 4 Vict. c. 82, s. 1). But no proceedings are to be taken to have the benefit of the charge until after the expiration of six calendar months from the date of the charging order. It will, however, be valid against the bankruptcy or insolvency of the debtor in the meantime.

If the creditor, after obtaining an order of this kind, takes the debtor's person in execution, he will lose the benefit of the charge. B.

## Correspondence.

### NOTICE TO TRUSTEES.

TO THE EDITOR OF THE JURIST.

Sir,—Until the decision in the case of *Jones v. Jones*, (8 Sim. 683), upon which you have commented in a recent number of THE JURIST, I had always understood, in common, I believe, with some conveyancers of eminence, that the salutary doctrine of *Dearle v. Hall*, &c., applied to real as much as to personal estate; and the alarm and regret with which I witnessed the Vice-Chancellor of England's attempt to confine that doctrine to personal estate have not been diminished by your able advocacy of his Honor's opinion. As the subject is of considerable importance, and as, whatever may be your opinion with regard to the actual state of the law, you will probably agree, that it is very desirable to place equitable interests in real estate on the same advantageous footing with similar interests in personalty, I am induced to trespass upon your attention, by endeavouring to shew, that his Honor's doctrine is at least open to objection, if not, indeed, directly contradicted by principle and authority.

It may be as well, in the first place, to relieve the argument from the weight which is generally attributed to *Jones v. Jones*, as a decision on the point; but to which an examination of the circumstances will shew that it is not entitled. The property in dispute in that case consisted of a legal remainder in fee-simple devised to Eliza Whitworth, and a legal estate for life devised to her by another testator\*. Eliza Whitworth married F. L. Brown, and, by her marriage-settlement, conveyed her remainder in fee to such uses as she and her husband should jointly appoint. This settlement was intrusted to the keeping of William Jones, the solicitor to the parties. The Browns afterwards demised the life estate and appointed the remainder in fee to William Jones by way of mortgage, and subsequently joined in a transfer of the mortgage and a further charge to Jane James, a client of William Jones, who left the deeds in his hands as solicitor. The Browns then made a mortgage of both estates to John Jones, without disclosing the former charges, or anything beyond the wills and the settlement. Lastly, the Browns executed a mortgage of the two estates to John Harris, disclosing the mortgage to Jane James, but concealing the subsequent mortgage to John Jones; and Harris caused a notice of his mortgage to be indorsed on the settlement. Now, it is obvious that these circumstances did not raise the question in *Dearle v. Hall*; the doctrine of which case is shortly this: that where a person has an equitable interest of such a nature that he cannot make out a title at all, without shewing that the legal title is outstanding in a trustee, every one dealing with that interest is bound to inform the trustee of his dealings, in order that parties to whom it may subsequently be offered, may have it in their power to ascertain the ex-

\* Each of these estates was devised to trustees, in trust for E. Whitworth; but, in such a manner, that the trust was executed as a use by the statute.

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isting charges upon it. In *Jones v. Jones*, the title which was made out to John Jones was a legal title in the Browns themselves; and he was not aware even of the mortgage to Jane James. There was no trustee to whom he could give notice. The notice indorsed on the settlement by Harris was not notice to any trustee of the property; nor was it any effectual protection against fraud by the Browns; for the settlement might have been suppressed, or the notice erased, without any fear of detection. The Vice-Chancellor, however, considered that the case fell within the doctrine of *Dearle v. Hall*, if that doctrine could be extended to real estate; and he held that it could not be so extended. Now if, as is incontestable, the circumstances of *Jones v. Jones* did not raise the question, his Honor's judgment amounted to a mere extrajudicial dictum; and even as such, is not entitled to the weight which is in most cases justly attributed to opinions from the bench, because it bears internal evidence of having been pronounced under a misapprehension of the very doctrine which it professes to limit.

The doctrine of *Dearle v. Hall* was, no doubt, borrowed from the enactments in the Bankrupt Acts against reputed ownership, (with which, however, it has no necessary connection), and hence the frequent reference in the cases on that doctrine to personal chattels and choses in action. Sir T. Plumer relied very much on the dicta of the common law and equity judges in the great bankruptcy case of *Ryall v. Rowles*, (1 Ves. sen. 371, 1 Atk. 182). Indeed the opportunities for the application of the doctrine are of much more frequent occurrence under titles to personal than to real property, for the obvious reason, that merely equitable titles to real estate are not common, except in the form of equities of redemption; and then they are often cloaked with a fictitious legal title, which excludes the doctrine in question. But in cases which have fairly come within the principle of *Dearle v. Hall*, I believe it can be shewn, that the doctrine of that case has actually been held to apply to real estate.

That there is nothing in the principle of the doctrine to confine it to personal estate, I conceive needs little argument. At the conclusion of the argument in *Dearle v. Hall*, Sir T. Plumer's language was as follows:—"The plaintiffs had been negligent, and, in consequence of their negligence, third parties had been involved in transactions which could not have taken place, if the first purchasers, by omitting to communicate their claims to the legal owners of the fund, had not put it out of the power of those legal owners, though acting with perfect fairness and honesty, to represent to the subsequent purchaser the true state of the circumstances. Where a purchaser, by his negligence, places a subsequent purchaser who has acted with all due caution, in such a situation that loss must fall either upon the one or the other, he who has been in default, and has caused the mischief, ought not to be saved harmless at the expense of an innocent party."

These are equitable reasons of the most general application that can be imagined; and cannot, on any rational ground, be confined to one particular species of property. In his subsequent judgment, Sir T. Plumer enlarged upon this topic, and mainly relied on it in support of his decision; at the same time introducing the notion, which has since been so much insisted on, of completing the equitable title. But I prefer quoting the concise summary of the grounds of Sir T. Plumer's judgment, given by Lord Lyndhurst in the House of Lords, (in the case of *Foster v. Cockerell*, 3 Cl. & Fin. 475): "The reason on which his Honor adopted that principle, as the rule for his decision, seems to have been, that, if a contrary doctrine was allowed to prevail, it would enable a cestui que trust to commit a fraud by enabling him to assign his interest, first to one, and then to a second incumbrancer; and perhaps, indeed, to a great

many more; and these latter incumbrancers would have no opportunity of ascertaining, by any communication with the trustees, whether or not there had been a prior assignment of the interest on the security of which they were relying for provision for their claims. Another principle acted upon by the Master of the Rolls was, that a party, till he gave notice to the trustees, had not done every thing that was necessary to complete his title. I fully agree with that principle. In a case of this sort, it is necessary that a party, claiming advantage from a title, should do every thing that is requisite to complete that title, before he sets up a claim in respect of it. The Master of the Rolls was also of opinion, that the trustees themselves were entitled to notice on their own account; and that, till notice was given to the trustees, they did not, in fact, become trustees for the assignee."

So far from these grounds pointing exclusively at personal property, they have a more especial reference to the old established maxims of the law, in regard to realty. What is the object proposed by the rule? Publicity and the prevention of secret alienations. And what but that same end was contemplated in the old feudal requisites of livery of seisin and entry, or attornment, as essential to the transfer of every interest in land? At the common law no title to real property could be completed without the knowledge of every party concerned in interest. What is the foundation of the whole doctrine of getting in outstanding terms, but this very notion of "completing the title?" If you purchase an estate and take an assignment of an outstanding term, you appropriate the benefit of it. If you make the old trustee a party to your conveyance, you equally appropriate the benefit of it; but, if you merely declare in your conveyance that all terms shall attend your estate, and have no dealings with the trustees of them, you gain no advantage over a later claimant. *The term must be got in in some sense*, said Lord Eldon, in *Maundrell v. Maundrell*, (10 Ves. 271), either by taking an assignment, making the trustee a party to the instrument, or taking possession of the deed creating the term. If these means are sufficient, as Lord Eldon has repeatedly laid it down that they are, to entitle a purchaser to the benefit of an outstanding legal estate, which he does not clothe himself with, the very point, as it seems to me, is determined; and we may assert, on the authority of Lord Eldon, that an equitable incumbrancer on real estate may, by merely giving notice to a trustee of the legal estate, gain priority over a former incumbrancer who has neglected to do so, and of whose charge neither party has any notice.

The language of Sir J. Wigram, V. C., in his recent and elaborate judgment in the case of *Mew v. Bell*, (1 Hare, 83; 6 Jur. 123), although, with that caution which always accompanies great judicial abilities, his Honor carefully follows the language of former authorities, seems to be strongly confirmatory of this view. The question being, in what manner the notice should be given, his Honor observed, "If the trustee has actual knowledge at the time the transaction takes place, I have always understood the principle of law to be, that what a man knows for one purpose he knows for all; and you do not inquire whether he learnt it in one character or in another." And with reference to the case of *Timson v. Ramsbottom*, (2 Kee. 35), where Lord Langdale, M. R., held that notice to one of two executors was insufficient as against an incumbrancer who took his charge after the death of that executor; although, in *Smith v. Smith*, (2 C. & M. 231), notice to one of two trustees, who was living when the second transaction took place, was held sufficient, Sir J. Wigram, V. C., said, "Having got rid of the technical objection, that notice to one is notice to all, the question was reduced to this: at the time when the second incumbrancer took his security, was there any person living who had notice of the prior incumbrance being created?" Again, "The

reason why notice to one has been held sufficient is, because nothing less than inquiry of all the trustees would satisfy a prudent inquirer." Nothing can be more opposed than this to the notion that there is any technical efficacy in thus "completing the title" to a fund, independently of the equitable merit of protecting after-comers. If there are three trustees, X., Y. and Z., and A. gives notice to X., and then B., a second incumbrancer, gives notice to Y. and Z., it is clear, upon the authorities, that B. would be postponed, although he had done more towards "completing his title" than A.

I am not aware of any cases antecedent to *Dearle v. Hall* that are opposed to the extension of the doctrine to real estate; but if any such could be found, they would not, I conceive, be admissible as authorities at the present day; because the doctrine, even as to personalty, was never recognised, until Sir T. Plumer established it in that case. In *Wright v. Lord Dorchester*, (3 Russ. 492), Lord Eldon thought the point too doubtful to be decided on an interlocutory application. In *Cooper v. Fyrmore*, (3 Russ. 60), Sir T. Plumer himself actually decided against the claim of a party who had given notice to the trustees of a personal fund; and in *Touville v. Naish*, (3 P. W. 307), Lord Talbot also decided in direct opposition to what is now the law. In the last-mentioned case, one of two executors, who was also residuary legatee, assigned a part of his legacy to A., and then assigned the whole of his interest to his co-executor, who had no notice of the prior disposition. Lord Talbot held that A. had priority, although it is now settled that, where the alienee of the fund is also one of the trustees, no further notice is necessary; (*Ex parte Smart*, 2 Mont. & Ayr. 60); but, on the other hand, if the owner of the fund is one of the trustees, the notice which he has is ineffectual. (*Ex parte M'Turk*, 3 Mont. & Ayr. 1).

The case of *Peacock v. Burt*, before Lord Cottenham when Master of the Rolls, (13 Law J. 35), has been cited on both sides of the question, although I cannot see that it throws much light on either. In that case, A. made a legal mortgage to B.; he then mortgaged to C., who had notice of B.'s mortgage, and gave him notice of her own. Lastly, A. obtained an advance from D. on the security of the estate, D. paying off B., and taking a conveyance of the legal estate from him, without being informed of C.'s charge. The question was, not whether B. should be answerable to C. for concealing her claim, but whether D. could be deprived of the benefit of the actual legal estate; and the Master of the Rolls of course held that he could not. "The third mortgagee," said that distinguished judge, "who is, to all intents and purposes, a purchaser for valuable consideration, being without notice, is entitled to the full benefit of his legal rights and remedies. It has been supposed, that the cases of *Dearle v. Hall*, &c., determine the point; but, in my opinion, the decision in these cases proceeded on different principles; they merely decided, that, as between parties having equities only, he who first gives notice obtains priority; and this is apparent when we look at the grounds on which those cases were decided. Sir T. Plumer proceeded on the principle, that it was not possible to transfer the legal interest; and that, whenever it is intended to complete the transfer of a chose in action, there is a mode of dealing with it which a court of equity considers tantamount to possession, namely, notice given to the legal depositary of the fund. 'The question here is,' says his Honor, 'not which assignment is first in date, but whether there is not, on the part of Hall, a better title to call for the legal estate,' [almost the very words used by Lord Eldon, with reference to real estate]. So, again, Lord Lyndhurst, in affirming the judgment of Sir T. Plumer, states, as a reason for coming to the same conclusion, that the act of giving the trustee notice was, in a certain degree, taking possession of the fund; and that

it was going as far towards equitable possession as it was possible to go. So that those cases, as far as they apply, are very strong decisions in favour of D.; for they decide, that a second incumbrancer without notice, having obtained a quasi legal title in a chose in action, gains a priority over the prior incumbrancer. Here D. has the actual legal estate." The point in *Peacock v. Burt* was different from that in *Dearle v. Hall*, &c.; but how could those cases be in favour of D.'s claim, if the principles of equity as to personal choses did not apply to real estate? If those cases were inapplicable to real estate, would not the Master of the Rolls have said so, instead of striving to distinguish the circumstances from those before him? An equitable title to land is just as much a chose in action as an equitable title to money. In *Foster v. Cockrell*, the rule was applied to a fund charged on real estate; so that the doctrine in *Jones v. Jones* must be carried to this extent,—that, if an equitable owner mortgages to A. and then to B., B. can gain no priority by giving notice; but if A. mortgages his charge (which is personalty) to C., and then to D., C. may be postponed by D.'s notice, and yet the property in question in both cases is identical!

It only remains to examine the arguments of the Vice-Chancellor in *Jones v. Jones*, as they are to be collected from the report. His Honor is reported to have said, that, according to *Peacock v. Burt*, the notice in that case was of no value. Now, it is evident that Lord Cottenham did consider the notice to be of value, but of less value than the actual legal estate. His Honor then cited the observation of Lord Eldon in *Hirn v. Mill*, (13 Ves. 114), that, "There is a marked distinction between a real estate and a personal chattel. The latter is held by possession, a real estate, by title." But that remark was merely made to shew, that a vendor's possession of an estate should not induce a purchaser to shut his eyes to circumstances, such as the absence of the deeds, which might lead to a discovery of outstanding rights; although the possession of a personal chattel is a good *prima facie* title. But what has this to do with equitable titles, where there is no possession? *Peter v. Russell*, (2 Vern. 726); *Beckett v. Cordley*, (1 B. C. 353); *Evans v. Bicknell*, (6 Ves. 174); *Martinez v. Cooper*, (2 Russ. 214), and the other cases of that class, where the neglect of leaving the title deeds in the hands of the mortgagor, unaccompanied by any fraudulent intention, was held insufficient to postpone a mortgagee, were all cases where the mortgagee had the legal estate\*; and, besides, are not a little shaken by the decision in *Whitbread v. Jordan*, (2 You. & C. 303). In the only case where the question arose between merely equitable incumbrancers, the party neglecting to secure the deeds was postponed, although no fraud was imputed to him. (*Stanhope v. Earl Verney*, 2 Eden, 81; Butl. n. Co. Litt. 290. b.).

Upon the whole, I believe it will be found that this question, if not actually concluded by authority against the dictum in *Jones v. Jones*, is at least not settled the other way; and, therefore, until it shall be so determined, prudence, as well as an honest wish to prevent fraud, will dictate the propriety of giving notice in every case of an incumbrance upon an equitable interest, without regard to its nature. The caution given by Sir T. Plumer in the principal case should not be forgotten: "A solicitor neglecting to give notice, would find it difficult to make out that he had not become responsible to his client."

I trust that the importance of the subject will be an excuse for the length of this communication, and am, Sir, &c. G. S.

\* "The question here," said Sir T. Plumer, in *Dearle v. Hall*, "is not, as in *Evans v. Bicknell*, whether a Court of Equity is to deprive the plaintiffs of any right; whether it is taken from them, for instance, a legal estate, or to impose any charge upon them. It is simply whether they are entitled to relief against their own negligence."

## Imperial Parliament.

## HOUSE OF LORDS.

Monday, Feb. 21.

Lord Campbell postponed his Bill for improving the Appellate Jurisdiction of the House of Lords, till Tuesday, the 1st of March.

## HOUSE OF COMMONS.

Monday, Feb. 21.

On the motion of Mr. Godson, the Copyright Registration Bill was read a second time. The Bill to be committed after Easter.

Sir James Graham moved for and obtained leave to bring in a Bill to explain the Law relating to Masters and Apprentices. It appeared doubtful, by a recent decision of the Court of Queen's Bench, whether magistrates had any jurisdiction to interfere between masters and apprentices, where no premium had been paid. The object of the Bill would be to give to the magistrates jurisdiction in such cases.

Thursday, Feb. 24.

Lord Mahon gave notice of motion (for Thursday next) for leave to bring in a Bill relative to the Law of Copyright, which would be nearly identical in its provisions with that brought in in the last Parliament by Serjeant Talfourd.

## LIST OF SHERIFFS, AND THEIR UNDERSHERIFFS AND DEPUTIES, FOR 1842.

- Bedfordshire**—Robert Lindsell, Esq., Fairfield House.  
*Undersh.*, Edward C. Williamson, Esq., Luton.  
*Dep.*, William Lindsell, 2, Raymond-buildings.
- Berkshire**—Henry M. Bunbury, Esq., Marlston House.  
*Undersh.*, Charles James Barnes, Esq., Lambourn.  
*Dep.*, Rickards & Walker, 29, Lincoln's Inn-fields.
- Berwick-upon-Tweed**—Ralph Forster, Esq., Sanson Seal.  
*Undersh.*, R. Weddell, Esq., Berwick.  
*Dep.*, John Stevenson, 3, King's-road.
- Bristol (City of)**—Thomas Jones, Esq., Bristol.  
*Undersh.*, Hare & Little, Bristol.  
*Dep.*, Bridges & Mason, 23, Red Lion-square.
- Buckinghamshire**—John Palmer, Esq., Dorsey Court.  
*Undersh.*, James James, Esq., Aylesbury.  
*Dep.*, William Meyrick, 4, Fumival's Inn.
- Camb. & Hunts.**—John Linton, Esq., Stirlhoe, Huntingdon.  
*Undersh.*, J. Lawrence, Esq., St. Ives, Huntingdon.  
*Dep.*, Rhodes, Beever & Lane, 63, Chancery-lane.
- Canterbury (City of)**—R. F. Beisely, Esq., Canterbury.  
*Undersh.*, Thomas Wilkinson, Esq., Canterbury.  
*Dep.*, Thos. Kirk, 10, Symond's Inn, Chancery-lane.
- Cheshire**—Edward Davies Davenport, Esq., Capesthorpe.  
*Undersh.*, John Brayne Hostage, Esq., Chester.  
*Dep.*, Sharpe, Field & Jackson, 41, Bedford-row.
- Chester (City of)**—John Lowe, Esq.  
*Undersh.*, John Finchett Maddock, Esq., Chester.  
*Dep.*, Philpot & Son, 3, Southampton-st., Bloomsbury.
- Cinque Ports**—His Grace the Duke of Wellington.  
*Undersh.*, Thomas Pain, Dover, Esq.  
*Dep.*, Egan, Waterman & Wright, 23, Essex-street, Strand.
- Cornwall**—Sir William Molesworth, Bart.  
*Undersh.*, Philip Moysey Little, Esq., Davenport.  
*Dep.*, Makinson & Sanders, 3, Elm-court, Temple.
- Coventry (City of)**—Joseph Ford, Esq., Coventry.  
*Undersh.*, Troughton & Lea, Coventry.  
*Dep.*, Austen & Hobson, 4, Raymond-buildings.
- Cumberland**—Fretcheville L. B. Dykes, Esq., Dovenby Hall.  
*Undersh.*, John Steel, Esq., Cockermouth.  
*Dep.*, Philip Smith Coxo, 8, Fumival's Inn.
- Derbyshire**—James Sutton, Esq., Shardlow.  
*Undersh.*, John Barber, Esq., Derby.  
*Dep.*, Capes & Stuart, 1 Field-court, Gray's Inn.
- Devonshire**—Emanuel Lousada, Esq., Peak House.  
*Undersh.*, Charles Bruton, Esq., Exeter.  
*Dep.*, John Clipperton, 17, Bedford-row.
- Dorsetshire**—Henry Ker Seymour, Esq., Hanford.  
*Undersh.*, Francis Smith, Esq., Blandford.  
*Dep.*, W. Deane, 109, Guildford-st., Bournemouth-hosp.
- Durham**—R. E. D. Shafto, Esq., Whitworth Park.  
*Undersh.*, W. E. Wooler, Esq., Durham.  
*Dep.*, H. M. Vane, 12, Carlton Chambers, Regent-st.
- Essex**—John F. Fortescue, Esq., Writtle Lodge.  
*Undersh.*, Robert Bartlett, Esq., Chelmsford.  
*Dep.*, T. W. Nelson, 1, New-court, Temple.
- Exeter (City of)**—William Kingdon, Esq., Exeter.  
*Undersh.*, John Daw, Esq., Exeter.  
*Dep.*, W. & E. Dyne, 61, Lincoln's-inn-fields.
- Gloucestershire**—Thos. H. Kingscote, Esq., Kingscote.  
*Undersh.*, { E. Bloxsome, jun., Esq., Dursley.  
 John Burrup, Esq., Gloucester, Act. U.  
*Dep.*, Bartlett & Beddome, 27, Nicholas-lane, Lombard-street.
- Gloucester (City of)**—J. P. Heane, Esq., Gloucester.  
*Undersh.*, Anthony G. Jones, Esq., Gloucester.  
*Dep.*, Rich. A. Goodman, 3, South-sq., Gray's-inn.
- Hampshire**—George Henry Ward, Esq., Northwood House.  
*Undersh.*, Woodham & Seagrim, Winchester.  
*Dep.*, Hicks & Braikenridge, 16, Bartlett's-buildings.
- Hertfordshire**—J. L. Soudamore, Esq., Kent-church Park.  
*Undersh.*, Nicholas Lanwarne, Esq., Hereford.  
*Dep.*, John Simpson, 5, Fumival's-inn.—Office hours 11 to 4.
- Hertfordshire**—G. G. Morgan, Esq., Brickendonbury.  
*Undersh.*, P. Longmore, Esq., Hertford.  
*Dep.*, Hawkins, Bloxam & Stocker, 2, New Boswell-court.
- Hunts. & Cambs.**—J. Linton, Esq., Stirlhoe, Huntingdonshire.  
*Undersh.*, John Lawrence, Esq., St. Ives.  
*Dep.*, Rhodes, Beever & Lane, 63, Chancery-lane.
- Kent**—Henry Hoare, Esq., Staplehurst.  
*Undersh.*, G. Jonathan Ottoway, Esq., Staplehurst.  
*Dep.*, Palmer, France & Palmer, 24, Bedford-row.
- Kingston-upon-Hull**—Samuel Westerdale, Esq., Kingston-upon-Hull.  
*Undersh.*, Thos. Holden, Esq., Kingston-upon-Hull.  
*Dep.*, Hicks & Marris, 5, Gray's-inn-sq.
- Lancashire**—T. E. W. France, Esq., Rawcliffe Hall.  
*Undersh.*, J. W. R. Wilson, Esq., Preston.  
*Dep.*, Wiglesworth, Ridsdale & Craddock, 5, Gray's-inn.
- Leicestershire**—John B. Story, Esq., Lockington.  
*Undersh.*, { John Barber, Esq., Derby.  
 T. Burbidge, Esq., Leicester, Act. Ua.  
*Dep.*, Capes & Stuart, 1, Field-ct., Gray's-inn.
- Lincolnshire**—Sir John Nelthorpe, Bart., Soewby Hall.  
*Undersh.*, { John Hett, Esq., Brigg.  
 H. Williams, Esq., Lincoln, Act. Uad.  
*Dep.*, Dyneley, Coverdale & Lee, 4, Bedford-row.
- Lincoln (City of)**—Michael Penistan, Esq., Lincoln.  
*Undersh.*, Richard Mason, Esq., Lincoln.  
*Dep.*, Willis, Bower & Willis, 6, Tokenhouse-yard.
- Litchfield (City of)**—William Vale, Esq., jun., Litchfield.  
*Undersh.*, George Birch, Esq., Litchfield.  
*Dep.*, Capes & Stuart, 1, Field-court, Gray's-inn.
- London (City of)**—William Magnay, Esq.  
*Undersh.*, John Meek Britten, 1, Basinghall-street.  
*Dep.*, *Secundarius' Office*, Basinghall-street.
- Middlesex**—Alexander Rogers, Esq.  
*Undersh.*, William Pritchard, Esq., 18, Great Knight Rider-street.  
*Dep.*, Messrs. Burchell, 24, Red Lion-square.
- Monmouthshire**—John Etherington W. Rolls, Esq., Hendre.  
*Undersh.*, James Powles, Esq., Monmouth.  
*Dep.*, Jennings, Bolton & Jennings, 4, Elm-ct., Temple.
- Newcastle-upon-Tyne**—John Thomas Carr, Esq., Newcastle-upon-Tyne.  
*Undersh.*, R. P. Philipson, Newcastle.  
*Dep.*, Henry Manisty, 3, King's-road.
- Norfolk**—William Howe Windham, Esq., Fellbrigg.  
*Undersh.*, { C. W. Unthank, Esq., Norwich.  
 Acting Undersheriffs, Adam, Taylor & Sons, Esqrs., Norwich.  
*Dep.*, Sharpe, Field & Jackson, 41, Bedford-row.
- Norwich (City of)**—William Story, Esq., Norwich.  
*Undersh.*, Arthur Dalrymple, Esq., Norwich.  
*Dep.*, Francis Thomas Bircham, 15, Bedford-row.
- Northamptonshire**—The Hon. P. S. Pierrepont, Evenley Hall.  
*Undersh.*, H. P. Markham, Esq., Northampton.  
*Dep.*, W. T. Clarke, 30, Gt. James-st., Bedford-row.

**Northumberland**—Edw. Riddell, Esq., Choseburne Grange.  
*Undersh.*, R. Leadbitter, Esq., Newcastle-upon-Tyne.  
*Dep.*, Thomas Leadbitter, 7, Staple-inn.

**Nottinghamshire**—Francis Wright, Esq., Lenton-Hall.  
*Undersh.*, { John Martin, Esq., 2, New-square, Lincoln's-inn.  
 A. U. J. Brewster, Esq., Nottingham.  
*Dep.*, George Playdell Wilton, 1, Raymond-buildings.

**Nottingham (Town of)**—T. G. Carver, Esq., Nottingham.  
*Undersh.*, Christopher Swann, Esq., Nottingham.  
*Dep.*, Holme, Loftus & Young, 10, New-inn.

**Oxfordshire**—John Shawe Phillips, Esq., Culham House.  
*Undersh.*, S. Cooper, Esq., Henley-upon-Thames.  
*Dep.*, Charles Berkeley, 52, Lincoln's-inn-fields.

**Peak (Town of)**—Henry Mooring Aldridge, Esq.  
*Undersh.*, Cuvellie & Enfield, 19, Southampton-bdgs.  
*Dep.*, Cuvellie & Enfield, 19, Southampton-buildings.

**Shropshire**—Richard Westbrook Baker, Esq., Cottesmore.  
*Undersh.*, R. N. Thompson, Esq., Stamford.  
*Dep.*, Clowes & Wedlake, 10, King's-bench-walk.

**Staffordshire**—Henry Justice, Esq., Hinstock.  
*Undersh.*, { Creswell Pigot, Esq., Market Drayton.  
 A. U. Jos. J. Peale, Esq., Shrewsbury.  
*Dep.*, Alban & Benbow, 1, Stone-bdgs., Lincoln's-inn.

**Somersetshire**—Robert Charles Tudway, Esq., Wells.  
*Undersh.*, Edward Coles, Esq., Taunton.  
*Dep.*, W. & E. Dyne, 61, Lincoln's-inn-fields.

**Southampton (Town of)**—A. Abraham, Esq., Southampton.  
*Undersh.*, Richard Blanchard, Esq., Southampton.  
*Dep.*, Davies & Cleobury, 21, Warwick-street, Regent-street.

**Staffordshire**—John Edwards Piercy, Esq., Warley Hall.  
*Undersh.*, Keen & Hand, Stafford.  
*Dep.*, White & Eyre, 11, Bedford-row.

**Stafford**—Edward Bridgman, Esq., Coney Weston.  
*Undersh.*, Starley Nunn, Esq., Lxworth.  
*Dep.*, Thomas Henry Dixon, 5, New Boswell-court.

**Surrey**—Charles Barclay, Esq., Bury-hill.  
*Undersh.*, Charles T. Abbott, Esq., 8, New-inn.  
*Dep.*, Jenkins & Abbott, 8, New-inn.

**Sussex**—George Wyndham, Esq., Petworth.  
*Undersh.*, Charles Murray, Esq., Petworth.  
*Dep.*, Palmer, Franse & Palmer, 24, Bedford-row.

**Warwickshire**—John Little, Esq., Newbold Pacey.  
*Undersh.*, C. Woodcock, Esq., Coventry.  
*Dep.*, R. M. & C. Baxter, 48, Lincoln's Inn-fields.

**Wiltshire**—The Earl of Thanet.  
*Undersh.*, John Heelis, jun., Esq., Appleby.  
*Dep.*, George Mounsey Gray, 9, Staple-inn.

**Wiltshire**—Frederick Wm. Rooke, Esq., Lackham House.  
*Undersh.*, William Edmund Tagwell, Esq., Devizes.  
*Dep.*, Hillier, Lewis & Hillier, 6, Raymond-bdgs.

**Worcestershire**—Edward Holland, Esq., Lechnick.  
*Undersh.*, { B. & H. Workman, Evesham.  
 A. U., Gillam & Son, Worcester.  
*Dep.*, Blower & Vizard, 61, Lincoln's Inn-fields.

**Worcester (City of)**—John Lilly, Esq.  
*Undersh.*, Edward Corles, Esq., Worcester.  
*Dep.*, Becke & Flower, 7, Lincoln's Inn-fields.

**Yorkshire**—William St. Quintin, Esq., Scampston-hall.  
*Undersh.*, { Alfred Simpson, Esq., Malton.  
 A. U., Geo. H. Seymour, Esq., York.  
*Dep.*, Williamson & Hill, 4, Verulam-buildings.

**York (City of)**—Robert Tonge Horsley, Esq., York.  
*Undersh.*, Luke Thompson, Esq., York.  
*Dep.*, Charles Lever, 10, King's-road, Bedford-row.

## NORTH WALES.

**Anglesea**—John Sanderson, Esq., Aberbrant.  
*Undersh.*, Owen Owen, Esq., Gadlys, near Beaumaris.  
*Dep.*, Capes & Stuart, 1, Field-court, Gray's Inn.

**Cardiganshire**—John Griffith Watkins, Esq., Plas Llanfair.  
*Undersh.*, Poole & Powell, Carnarvon.  
*Dep.*, Jenkins & Abbott, 8, New-inn.

**Denbighshire**—Thomas M. Williams, Esq., Penedw Hall.  
*Undersh.*, Charles Walter Wyatt, Esq., St. Asaph.  
*Dep.*, William Dunn, 16, Essex-street, Strand.

**Flintshire**—Edward Dymock, Esq., Penley Hall, Ellesmere.

**Merionethshire**—The Hon. Thomas Pryce Lloyd, Mochras.  
*Undersh.*, Williams & Broese, Pwllheli.  
*Dep.*, Williams & M'Leod, 8, Paper-bdgs., Temple.

**Montgomeryshire**—Sir J. R. Kynaston, Bart., Hardwick Hall.  
*Undersh.*, { Edward Williams, Esq., Oswestry.  
 A. U., Joseph Jones, Esq., Welshpool.  
*Dep.*, William Dean, 16, Essex-street, Strand.

## SOUTH WALES.

**Breconshire**—Howel Jones Williams, Esq., Coity Mawr.  
*Undersh.*, Henry, Maybery, Esq., Brecon.  
*Dep.*, Gregory & Son, 12, Clement's-inn, Strand.

**Cardiganshire**—Francis David Saunders, Esq., Tymawr.  
*Undersh.*, Fred. R. Roberts, Esq., Aberystwyth.  
*Dep.*, Hawkins, Bloxam & Stocker, 2, New Boswell-court.

**Carmarthen (Borough of)**—Benj. Jones, Esq., Carmarthen.  
*Undersh.*, R. E. Jones, Esq., Carmarthen.  
*Dep.*, Henry Charles Chilton, 7, Chancery-lane.

**Carmarthenshire**—William Phillips, Esq., Wayngraon.  
*Undersh.*, Lewis Morris, Esq., Carmarthen.  
*Dep.*, Henry Charles Chilton, 7, Chancery-lane.

**Glamorganshire**—Henry Lucas, Esq., Uplanda.  
*Undersh.*, John Gwyn Jeffreys, Esq., Swansea.  
*Dep.*, Holme, Loftus & Young, 10, New-inn.

**Pembrokeshire**—Robt. Fredk. Gower, Esq., Glandofan.  
*Undersh.*, William Amlot, Esq., Cardigan.  
*Dep.*, R. Nation, 23, Somerset-st., Portman-sq.

**Radnorshire**—David Oliver, Esq., Rhydoldog.  
*Undersh.*, Richard Banks, Esq., Kingston.  
*Dep.*, Henry Hammond, 16, Furnival's-inn.

\* \* \* Warrants are granted in Town for all places except Berwick-upon-Tweed, Canterbury, Cinque Ports, Durham, Exeter, Gloucestershire, Kingston-upon-Hull, Lancashire, Lincoln, Norwich, Southampton, and the Welsh Counties.

## London Gazettes.

TUESDAY, FEBRUARY 22.

## DECLARATIONS OF INSOLVENCY.

EDWARD RAWLINSON, Lancaster, share broker and money scrivener.

WILLIAM HOLMES, Friday-st., Cheapside, silk gauze manufacturer.

SAMUEL LEWIS LAZARUS, Jermyn-st., Westminster, coach proprietor and horse dealer.

RICHARD FROST BURTON, Hackney-wharf, Cambridge-heath, coal merchant and lime burner.

## BANKRUPTS.

JOSHUA DARWIN GANDER, Brydges-st., Covent-garden, victualler, March 3 at 2, and April 5 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sols. Heathcote & Holman, 47, Coleman-st.—Fiat dated Feb. 16.

JOHN SMITH, Blenheim-st., Bond-st., milliner, March 3 at 1, and April 5 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sol. Stephen, 4, Skinners'-place, Size-lane.—Fiat dated Feb. 21.

JAMES COCKBURN, New Broad-st., merchant, March 4 and April 5 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sols. Wyld & Co., 21, College-hill, Queen-street, Cheapside.—Fiat dated Feb. 21.

GEORGE DONALDSON, Pall-mall, watchmaker and jeweller, March 9 at 2, and April 5 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Drake, Bouverie-st., Fleet-st.—Fiat dated Feb. 17.

CHARLES VANDERGUCHT, Quadrant, Regent-st., silk mercer, March 8 at half-past 1, and April 5 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Hogerd, Paternoster-row.—Fiat dated Feb. 10.

JOHN PARKES HOPE, Atherstone, Warwickshire, builder, March 4, Bulls Inn, Nuneaton, and April 5, Three Tuns Inn, Atherstone, at 12 each day: Sols. Baxter, Atherstone; R. M. & C. Baxter, 48, Lincoln's-inn-fields.—Fiat dated Jan. 28.

JOSEPH BANKS and JOSEPH BURGESS, Manchester, drapers, March 10 and April 5 at 12, Commissioners'-rooms, Manchester: Sols. Barrett & Co., Manchester; Willis & Co., 6, Tokenhouse-yard.—Fiat dated Jan. 28.

JOHN DAVIES, Liverpool, oil merchant, drysalter, salt-petre refiner, and merchant, March 15 and April 5 at 1, Clarendon-rooms, Liverpool: Sols. Holden & Clarke, Liverpool; Walsley & Co., Chancery-lane.—Fiat dated Feb. 17.

**JOHN PARSONS**, Pleasley-hill, Mansfield, Nottinghamshire, maltster, March 2 and April 5 at 12, George the Fourth Inn, Nottingham: Sols. Parsons & Benn, Mansfield, Nottinghamshire; Deane, 61, Lincoln's-inn-fields. — Fiat date Feb. 4.

**JOHN M'LEAN**, Liverpool, merchant and commission agent, March 12 and April 5 at 2, Commissioners'-rooms, Manchester: Sols. Holden & Clarke, Liverpool; Walmsley & Co., Chancery-lane. — Fiat dated Jan. 28.

**SETH FLITCROFT**, Liverpool, ironmonger and stove grate manufacturer, March 4 and April 5 at 1, Clarendon-rooms, Liverpool: Sols. Hoole & Marples, Sheffield; Tattershall, 9, Great James-st., Bedford-row. — Fiat dated Feb. 18.

**EDWARD HARPER**, Steeple Claydon, Buckinghamshire, and Bicester, Oxfordshire, grocer and draper, March 8 and April 5 at 10, George Inn, Aylesbury, Buckinghamshire: Sol. Aplin, Banbury. — Fiat dated Feb. 11.

**JOHN PILLING**, Lancaster, innkeeper, March 9 and April 5 at 1, Royal Oak Inn, Lancaster: Sols. Buckhurst & Son, Preston; Mayhew & Co., 26, Carey-st., Lincoln's-inn. — Fiat dated Feb. 14.

#### MEETINGS.

*J. S. Dainty and J. Ryle*, Manchester, bankers, March 18 at 12, Macclesfield Arms Hotel, Macclesfield, pr. d. — *William Jones*, Carnarvon, currier, March 5 at 12, Castle Hotel, Carnarvon, pr. d. — *Wm. Glover*, Bristol, dealer and chapman, March 18 at 12, Commercial-rooms, Bristol, ch. ass. — *John Brook and Thos. Brook*, Stourbridge, Worcestershire, drapers, March 3 at 12, Court of Bankruptcy, last ex. — *Thos. F. Balls*, Vassall-road, Brixton, and Vauxhall-road, Lambeth, coach and omnibus proprietor, March 8 at 1, Court of Bankruptcy, last ex. — *R. H. Goddard*, Wood-st., Cheap-side, fringe-maker, March 4 at 1, Court of Bankruptcy, last ex. — *W. Williams*, Cowarne, Herefordshire, corn-dealer, March 14 at 11, Black Swan Inn, Hereford, last ex.: April 16 at 11, and ac.; at 12, div. — *P. Willmott*, Blackfriars-road, linen draper, March 17 at 11, Court of Bankruptcy, and ac. — *H. C. Carter*, Sussex-terrace, Hammersmith, carpenter, March 17 at half-past 11, Court of Bankruptcy, and ac. and div. — *Wm. Nash*, Budget-row, tea-dealer, March 17 at 1, Court of Bankruptcy, and ac. and div. — *Robert Roberts*, Gower-st. North, wine merchant, March 17 at 12, Court of Bankruptcy, and ac. — *Robert Alexander*, Great Coram-street, Brunswick-sq., bookseller, March 17 at 2, Court of Bankruptcy, and ac. and fin. div. — *Augustus Bohls*, Sackville-street, Piccadilly, tailor, March 16 at 11, Court of Bankruptcy, and ac. — *Thomas Winterbourn*, London Hotel, Albemarle-street, Piccadilly, tavern-keeper, March 16 at 11, Court of Bankruptcy, and ac. — *Leopold Neumegeu*, Highgate, bookseller, March 16 at 12, Court of Bankruptcy, and ac. — *Geo. Taylor*, Manchester, steam engine manufacturer, March 24 at 10, Commissioners'-rooms, Manchester, div.; at 11, and ac. — *R. W. Robinson*, sen., and *Robt. W. Robinson*, jun., Bedford, grocers, March 22 at 10, George Inn, Bedford, and ac. — *Geo. Turner*, Feltham, Middlesex, and Cole-st., Trinity-sq., Newington, Surrey, composition candle-makers, March 17 at half-past 12, Court of Bankruptcy, fin. div. — *Jon. Nicholson*, Southampton-court, carpet-bag-manufacturer, March 17 at half-past 1, Court of Bankruptcy, fin. div. — *Thomas Iredale Woodin*, New-cut, Lambeth, Surrey, victualler, March 15 at 12, Court of Bankruptcy, div. — *Jas. Overton*, Queen-street, Grosvenor-square, coach and harness-plater, March 18 at 12, Court of Bankruptcy, div. — *Wm. M. Nobbs*, Munday's Hotel, Maiden-lane, hotel-keeper, and Upper Seymour-street, Euston-square, chemist, March 16 at 2, Court of Bankruptcy, div. — *Wm. Williams*, Liverpool, and *James Jackson*, Hulme, near Manchester, timber-dealers, March 23 at 12, and ac.; at 1, fin. div. sep. est. of *Jas. Jackson*; March 24 at 12, and ac.; at 11, div. joint est. — *George Turk*, Cheltenham, Gloucestershire, saddler, April 20 at 12, Royal Hotel, Cheltenham, and ac.; at 1, div. — *Jas. Griffin*, Dudley, Worcestershire, upholsterer, March 15 at 11, Swan Hotel, Wolverhampton, and ac.; at 12, div. — *Ed. Foster*, Sheffield, Yorkshire, grocer, March 18 at 11, and ac.; at 1, div. — *Wm. Durrant*, Southwick and Brighton, Sussex, wharfinger, May 2 at 2, Town-hall, Brighton, and ac. and div. — *Reuben Ball*, Olveston, Gloucestershire, shopkeeper, March 22 at 1, Commercial-rooms, Bristol, and ac.; at 2, div. — *Geo. Peach*, Northampton, woolstapler, March 17 at 12, Goat Inn, Northampton, and ac. and fin. div. — *John Wilson Green*, Dartmouth, Devonshire, ship-builder, March 17 at 12, Royal Hotel, Plymouth, and ac.; at 1, div.

— *Elizabeth Proud*, Sunderland; Durham, grocer, March 16 at 11, Horner's Hotel, Sunderland, and ac.; at 12, div. — *J. B. Carey*, Nottingham, lace manufacturer, March 16 at 12, George the Fourth Inn, Nottingham, and ac.; at 1, div. — *Anthony Clapham*, Friars Goose, Gateshead, Durham, soda-manufacturer, March 13 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and ac.; at 12, first and fin. div.

#### CERTIFICATES TO BE ALLOWED

*Unless Cause shown to the contrary, on or before March 15.*

*Edwin Turner and John Ogden*, Leeds, Yorkshire, iron and brass-founders. — *Ed. S. Boulis and Thos. Addison*, Liverpool, stock and share-brokers. — *Wm. Walker*, Manchester, fustian-manufacturer. — *John Jackson*, Bury, Lancashire, grocer. — *Thos. Ward*, East Dereham, Norfolk, plumber. — *J. Thomas Scott*, Milton, next Gravesend, estate agent. — *John Pigg*, Norwich, carpenter. — *C. Schofield*, Kingston-upon-Thames, timber and coal-merchant.

#### SCOTCH SEQUESTRATIONS.

*John M. Russell*, Leith, commission-agent. — *Thos. Thomson*, Perth, merchant. — *Alex. Johnston and Co.*, Edinburgh, coach and harness-makers. — *Robert Houston*, Paisley, china dealer. — *John Mitchell*, jun., Blairgowrie, innkeeper. — *Peter Sinclair*, Inverary, fish-dealer. — *Alex. Innerarity and Co.*, Glasgow, merchants. — *Wm. Grieco*, Thornhill, near Ayr, farmer and cattle-dealer. — *Wm. Morrison*, Edinburgh, ironmonger. — *Mathew Millar*, Airdrie, wright and coal-dealer.

#### INSOLVENT DEBTORS.

*Saturday, February 19, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Colin Baxter Greenhill*, Manor-terrace, North King's-road, Chelsea, clerk in her Majesty's Ordnance Office, No. 47,035 T.; Samuel Sturgis, new assignee, in the room of Thomas Peacock, unwilling to act, assignee. — *Wm. Stillman*, Aston nigh Birmingham, schoolmaster, No. 57,433 C.; Benj. Cook, assignee. — *Chas. Henry Quick*, Southampton, publican, No. 57,289 C.; Edward Messum, sen., assignee. — *Peter Byrom*, Wigan, Lancashire, provision-shop-keeper, No. 57,904 C.; Thos. Byrom and James Hatton, assignees. — *Thomas Wragg*, Sheffield, stonegetter, No. 58,290 C.; Thos. Berry, assignee. — *Chas. Walling*, Dorset-street, Manchester-square, clerk and cashier to a linen-draper, No. 52,606 T.; Thomas Dewey, assignee. — *Geo. F. Hedger*, Bolingbroke-row, Walworth, Surrey, watchmaker, No. 52,467 T.; J. Stauffer, assignee. — *Ed. J. Scraggs*, Brewers-st., Somers'-town, comedian, No. 52,430 T.; Chas. Jos. Acut, assignee. — *John Brown*, Whitecross-street, paper-stainer, No. 52,568 T.; Ed. B. Lovell, assignee. — *John Hibbert*, Manchester, out of business, No. 57,859 C.; John Barratt and Saml. Barratt, assignees. — *William Murytroyd*, Websey, near Bradford, Yorkshire, out of business, No. 58,310 C.; John Wilkinson Moore, assignee. — *Henry L. Cavalier*, Bartlett's-bdgs., glass-dealer, No. 52,482 T.; John Spencer, assignee. — *Jos. Wood*, Hightown, near Leeds, Yorkshire, shopkeeper, No. 58,199 C.; Thomas Tootal, assignee. — *Eleazar P. Fisher*, Upper Park-place, Regent's-park, cheesemonger, No. 52,621 T.; Ralph Amston, assignee. — *T. Peachey*, London-road, Southwark, linen-draper, No. 52,383 T.; John Dearberg, assignee. — *James Walters*, Reading, Berkshire, brewer, No. 58,597 C.; Samuel Pocock and Jas. George Hardy, assignees.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, March 15 at 9.*

*John Cunningham*, Grove-end-road, St. John's Wood, out of business. — *Charlotte Georgiana Day*, widow, Bayswater, out of business. — *Owen J. Murrell*, Wilson-st., Finsbury, dyer. — *Jas. Thos. Russell*, Ebury-st., Pimlico, solicitor. — *J. Dobie Standidge*, Commercial-road, Lambeth, out of business. — *E. Atkins*, Sussex-st., Holborn, plumber. — *Wm. Gibbons*, Upper North-place, Gray's-inn-road, licensed victualler. — *H. Mopsey*, Middle-row, Holborn, out of business. — *Mich. Pennell*, Skinner-st., Snow-hill, table cover manufacturer. — *T. Clewell Urry*, Blackfriars-road, tea dealer.

*Court-house, CHELMSFORD, Essex, March 15 at 10.*

*J. Thompson*, Foisted, near Dunmow, higgler. — *G. Harvey*, Leigh, plumber. — *Golden Sorrell*, Aveley, butcher. — *Abrah. Rawling*, Ridgwell, pig jobber. — *Wm. Sibley*, Ingatstone, tailor. — *Geo. Chaplin Hayes*, Great Waltham, grocer. — *John Cross*, Mountnessing, bricklayer. — *Mark Anderson*, Romford,

tailor.—*Jos. Margerum*, Chelmsford, baker.—*John Kirkby*, Epping, baker.

**Court-house, Ipswich, Suffolk, March 17 at 10.**

*Hen. Burgeard*, Colchester, farmer.—*S. Smith*, Bungay, Holy Trinity, seed merchant.—*Sol. Rust*, Aldborough, near Saxmundham, Trinity pilot.—*Jos. Wells*, Ipswich, fish-monger.—*John Wells*, jun., Ipswich, out of employment.—*J. Smith*, Ipswich, butcher.—*S. Richardson*, Ipswich, painter.—*Nich. Butler*, Ipswich, butcher.—*Sam. Blomfield*, Osoold, new eye, carpenter.—*Rob. Giles*, Laxfield, innkeeper.—*Geo. Gibbons*, Ipswich, hair dresser.—*Thos. Knights*, St. Nicholas, Ipswich, out of business.—*Hen. Mallett*, Market-hill, Woodbridge, watch maker.

**Court-house, LANCASTER CASTLE, March 15 at 10.**

*Jos. Brookes*, Manchester, painter.—*Samuel Turner*, Manchester, boot maker.—*John Barton*, Salford, Manchester, in no business.—*Rob. W. N. Stott*, Hulme, Manchester, commission agent.—*Rob. Winder*, Salford, Blackburn, joiner.—*J. Beales*, Salford, Manchester, commission agent.—*James Barker*, Grimshaw-park, Blackburn, grocer.—*James Petty*, Liverpool, out of business.—*Jas. Clegg*, Salford, Manchester, mechanic.—*Chas. Foster*, Liverpool, out of business.—*Rich. Shapley*, Dick-bridge, Mill-gate, and Pickupbank, near Blackburn, cotton spinner.—*Geo. Chadwick*, Harpurhey, near Manchester, out of business.—*Wm. Isatt*, Deansgate, Manchester, beer seller.—*John Shields*, Manchester, joiner.—*W. Corbett*, Liverpool, labourer.—*Peter Lydin*, Great Ancoats, Manchester, provision shopkeeper.

**Court-house, PRESTON, Lancashire, March 17 at 10.**

*Aggrey Hutchinson*, Preston, spinner.—*W. Dobson*, Preston, joiner.—*Godthorpe Hardman*, Preston, bricklayer.—*Bradshaw Hodgkinson*, Preston, butcher.—*J. Mason*, Preston, weaver.

**Court-house, BRISTOL, (City), March 17 at 10.**

*Edw. H. Mortimer*, jun., Bath, in no business.—*Charles Delanecke*, Bristol, tailor.—*Thos. Noad*, Bristol, saddler.—*Geo. Taylor*, Corsham, St. George, near Bristol, bargewoman.—*John Poxley*, Bristol, tallow chandler.—*Robert Mildred*, Bristol, for manufacturer.—*Thos. Mambery*, Bristol, butcher.—*H. Geo. Martin*, Chepstow, Monmouthshire, brush maker.—*Alex. Victor*, Stokes Croft, lodging-house keeper.—*Rich. Griffiths*, St. Phillips, cabinet maker.—*Jas. Fachrell*, Nag's-head-hill, St. George, Gloucestershire, congreve match manufacturer.—*Lacey Tucker*, Bristol, grocer.—*John Hambright*, St. Michael's, Bristol, carpenter.—*Ann Rees*, spinster, Jacob's Wells, Clifton, in no trade.—*J. Burley*, Bristol, brush maker.—*Sam. Hancock*, Long Ashton, Somersetshire, labourer.—*John Parsons*, Berkeley, Gloucestershire, maltster.—*H. Creswicke*, Bristol, in no trade.—*John Manning*, Chepstow, Monmouthshire, joiner.—*Joseph Powell*, St. Philip and Jacob, cabinet maker.—*Patrick Bransfield*, Bristol, clock.—*Wm. Pearce*, Clifton, Durdhamdown, bookbinder.—*J. Thorne*, Bedminster, mwyer.—*Geo. Blinman*, Bedminster, carpenter.—*R. Mason Williams*, Bristol, accountant.—*Hen. Clarke*, Cathay, painter.—*J. Robinson*, Congresbury, Somersetshire, hay dealer.—*John King*, Bristol, accountant.—*Samuel Hall*, Bristol, retailer of beer.—*Thomas Gey*, Clifton, retailer of beer.—*Wm. Pearce*, Bristol, cabinet maker.—*Benj. Hyams*, Bristol, clothes dealer.—*Geo. Harding*, Bristol, butcher.—*G. J. Chapman*, Bristol, general provision dealer.—*Jas. Greenland*, Siston, Gloucestershire, pig dealer.—*J. S. Nathan*, Kingsdown, out of business.

**INSOLVENT DEBTORS' DIVIDENDS.**

*H. Harrison*, Langfleet, near Poole, Dorset, wheelwright, Feb. 26, Aldridge's, Poole: 2s. 4d. in the pound.—*John R. Smith*, King's Lynn, Norfolk, bookseller, Feb. 23, Kelly's, Peterborough: 4s. 10d. in the pound.—*Thos. Stockbridge*, sen., Foston, Cambridgeshire, Feb. 26, Fetch's, Cambridge: 10d. in the pound.

**MEETINGS.**

*Wm. Holt*, Newark-upon-Trent, Nottinghamshire, joiner, March 12 at 11, Castle and Falcon Inn, Newark-upon-Trent, sp. off.—*John Glegg*, deceased, Withycombe, Rawleigh, March 15 at 11, Tenrell and Roberts', sp. off.—*John Lester*, Wardwick, Derbyshire, boot maker, March 15 at 12, Foden's, Leeds, sp. off.—*Archibald Torry*, Laverock-bank, Newhaven, near Edinburgh, and Kensington, Middlesex, secretary to the Earl of Rothes, March 15 at 11, White and Barrett's, Lincoln's-inn-fields, sp. off.

**FRIDAY, FEBRUARY 25.**

**DECLARATIONS OF INSOLVENCY.**

**JOHN LOCKLEY**, Bliton, Stafford, plumber.

**WILLIAM BARNES**, Shinscliffe, Durham, fire brick manufacturer.

**FREDERICK PRATT**, Saredon-mill, Staffordshire, miller.

**BANKRUPTS.**

**HENRY GOUGER**, Gt. Winchester-st., merchant, March 4 at 11, and April 8 at half-past 12, Court of Bankruptcy: Off. ass. Whitmore; Sols. Simpson & Cobb, Austin-frays.—Fiat dated Feb. 12.

**JOHN DOVER**, Three Cranes Wharf, merchant, March 5 at half-past 10, and April 8 at 11, Court of Bankruptcy: Off. ass. Graham; Sol. Armstrong, 8, Staple-inn.—Fiat dated Feb. 17.

**THOMAS HURRELL**, Walthamstow, Essex, cattle dealer, March 4 at half-past 12, and April 8 at 11, Court of Bankruptcy: Off. ass. Green; Sols. Wood & Wickham, Corbet-court, Gracechurch-street.—Fiat dated Feb. 24.

**RICHARD LAMPRELL**, Sherborne-lane, builder, March 12 at 1, and April 8 at 11, Court of Bankruptcy: Off. ass. Edwards; Sol. Sandell, 22, Bread-st., Cheapside.—Fiat dated Feb. 23.

**JOHN DAVID**, Laughtarne, Carmarthenshire, maltster, March 23 and April 8 at 11, Ivy Bush Hotel, Carmarthen: Sols. Gwynne, Tenby; Holcombe, 28, Chancery-lane.—Fiat dated Feb. 14.

**VERE HARE** and **JOHN HARE**, Taunton, Somersetshire, house and estate agents, painters and glaziers, March 11 and April 8 at 11, Castle Inn, Taunton: Sols. Gillard & Flook, Bristol; Trenohard, Taunton; Whitaker, Gray's-inn-sq.—Fiat dated Feb. 21.

**JOSEPH DAKEYNE**, Edinburgh, lace dealer, March 8 and April 8 at 11, George the Fourth Inn, Nottingham: Sols. Shilton, Nottingham; Smith, 15, Farnival's-inn.—Fiat dated Feb. 18.

**JOSEPH BATE**, Dudley, Worcestershire, iron merchant, March 9 and April 8 at 11, Swan Hotel, Wolverhampton: Sols. Dalton, Dudley; Cole, 4, Adelphi-terrace, Strand.—Fiat dated Feb. 11.

**JOHN HOLROYD**, Wheatley, near Halifax, Yorkshire, cotton warp maker, March 10 and April 8 at 1, Commissioners'-rooms, Manchester: Sols. Caistor & Farnworth, Manchester; Parry & Co., Temple.—Fiat dated Feb. 5.

**GEORGE DODSON**, Boston, Lincolnshire, wool dealer, March 5 and April 8 at 12, White Hart Inn, Spalding: Sols. Millington & Kenrick, Boston; Scott, 25, Lincoln's-inn-fields.—Fiat dated Feb. 21.

**MEETINGS.**

*Wm. Day* and *Thos. Day*, Gracechurch-street, March 11 at half-past 1, Court of Bankruptcy, pr. d.—*John Carruthers*, Shepperton, Middlesex, distiller, March 7 at 11, Court of Bankruptcy, ch. ass.—*Abt. Levy Bensusan* and *Joshua Brandon*, Walbrook-bdgs., merchants, March 7 at half-past 10, Court of Bankruptcy, last ex.; March 21 at half-past 12, and. ac.—*J. Jacob Schenck*, Adde-st., merchant, March 1 at 11, Court of Bankruptcy, last ex.—*David Davies*, jun., Glaplywedog Llanidloes, Montgomeryshire, flannel manufacturer, March 16 at 11, Wynnstay Arms Inn, Machynlleth, last ex.—*G. Rayment*, Oxford-street, hosier, March 18 at 11, Court of Bankruptcy, and. ac.—*Geo. Dickens*, Hertford, apothecary, March 18 at 11, Court of Bankruptcy, and. ac. and div.—*J. Mangan*, Percival-st., Clerkenwell, hardwareman, March 18 at half-past 10, Court of Bankruptcy, and. ac.; at 11, fin. div.—*G. Henley*, Savoy-st., Strand, auctioneer, March 21 at 12, Court of Bankruptcy, and. ac.—*W. Emans*, Aldersgate-st., bookseller, March 21 at 11, Court of Bankruptcy, and. ac.—*A. Thos. Harwood*, Streatham, Surrey, lodging-house keeper, March 21 at half-past 11, Court of Bankruptcy, and. ac.—*Martin Stone*, Lanesend, Staffordshire, draper, March 23 at 12, Globe Inn, Newcastle-under-Lyne, and. ac.—*Chas. Galeshouse*, Clifton, Bristol, surgeon, March 22 at 2, Commercial-rooms, Bristol, and. ac.—*Wm. T. H. Phelps*, Newport, Monmouthshire, coal merchant, March 22 at 12, Westgate Inn, Newport, and. ac.—*J. Rees*, Stourbridge, Worcestershire, woollen draper, April 1 at 11, Vine Inn, Stourbridge, and. ac.—*Sam. Evans*, Road, Somersetshire, clothier, June 15 at 11, George Inn, Frome Selwood, and. ac.; at 12, fin. div.—*Wm. Marshall* and *Henry Rodgers*, Liverpool, ironfounders, March 18 at 12, Clarendon-buildings, Liverpool, and. ac.—*Thos. Waterfield*, Dunstable,



Bedfordshire, straw hat manufacturer, March 18 at 1, Court of Bankruptcy, div.—*John Robins and Chas. Williams*, London-wall, carriers, March 19 at 11, Court of Bankruptcy, div.—*John Marshall*, Colchester-street, Whitechapel, boiler maker, March 18 at 12, Court of Bankruptcy, div.—*Thomas Bedford*, Goswell-street, carpenter, March 18 at half-past 12, Court of Bankruptcy, fin. div.—*Christopher Hall*, Piccadilly, upholsterer, March 18 at 1, Court of Bankruptcy, div.—*Anth. Geo. W. Biddulph*, *John Wright*, *Henry Robinson*, and *E. W. Jerningham*, Henrietta-st., Covent-garden, bankers, March 19 at 1, Court of Bankruptcy, div. joint and sep. est. *A. G. W. Biddulph* and *H. Robinson*.—*John S. Dainty* and *John Ryle*, Manchester, bankers, March 21 at 10, Commissioners' rooms, Manchester, pr. d.; at 11, and ac. sep. est. *J. Ryle*.—*Geo. East*, Birmingham, general merchant, March 21 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, div.—*Wm. Hornsall*, Dover, Kent, carpenter, April 11 at 11, Shakespeare's Hotel, Dover, aud. ac.; at 12, div.—*Nathan Litherland*, Liverpool, merchant, March 19 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*J. G. Bond*, Great Yarmouth, Norfolk, draper, March 23 at 11, Star Tavern, Great Yarmouth, aud. ac.; at 12, div.—*W. Parker*, Hockley, Nottinghamshire, grocer, March 17 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before March 18.*  
*Arbuthnot Emerson*, Brookfield, Shankhill, and Belfast, Antrim, and Enniskillen, Fermanagh, Ireland, distiller.—*Thos. Burybe and James Lee*, Portsmouth, bankers.—*Thos. Potts*, Birmingham, metallic tube maker.—*D. B. Smith* and *J. W. Smith*, Alton, Staffordshire, paper manufacturers.—*M. Marshall*, Chew Magna, Somersetshire, money scrivener.—*Thos. Kitchener*, Arundel-st., Coventry-st., engraver.—*J. Turley*, Manchester, tailor.

#### FIATS ANNULLED.

*Thomas Scudamore*, Birmingham, chemist.—*J. S. Needham*, Hinckley, Leicestershire, banker.

#### SCOTCH SEQUESTRATIONS.

*Gray and Co.*, Edinburgh, grocers.—*James Greig and Co.*, Perth, merchants.—*Henry & Fletcher*, Glasgow, wood merchants.—*James Mirrieles*, Aberdeen, merchant.—*John Murray*, Aberdeen, watchmaker.—*James Crawford*, Kingston of Glasgow, builder.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Monday, March 21 at 9.*

*Margaret Sinclair*, Lower Chapman-st., Cannon-st.-road, St. George's in the East, widow, out of business.—*Joseph Gossard*, Kingston-upon-Thames, Surrey, grocer.—*Henry Eastman*, Great Sutton-st., Clerkenwell, milkman.—*James W. Wallack*, Somers's-place, Cambridge-sq., Hyde-park, comedian.—*John Siely*, Grove-road, Mile-end-road, out of business.—*John Rängecroft*, Alfred-place, Old Kent-road, constable.—*Rich. Henesey*, Drury-court, St. Mary-le-Strand, printer.—*Thomas Bosher*, Drury-lane, greengrocer.—*George Fox*, Long-lane, West Smithfield, labourer.—*Hugh James*, City-road, master mariner.

*Court-house, LANCASTER CASTLE, March 15 at 10.*

*James Beadles*, Manchester, commission agent.

*Court-house, HORSHAM, Sussex, March 18 at 10.*

*Edw. Parker Durrant*, Brighton, auctioneer.—*Saul Chas. Aaron*, Brighton, auctioneer.—*Henry Loxley*, Horsham, out of business.—*Charles Carpenter*, Worthing, lodging house-keeper.—*Onesiphorus Paul*, Forest-row, near East Grinstead, plumber.—*Wm. Alfred Latter*, Lamberhurst, brick-maker.—*Thomas Wallington*, Selsey, near Chichester, surgeon.—*Eliz. Hammond*, Lamberhurst, innkeeper.—*Asaph Shaw*, Lewes, huckster.—*William Allin*, Linfield, farmer.—*P. B. Knight*, Brighton, clerk to a railway contractor.—*John Bartlett*, Brighton, publican.—*Charles Burstow*, jun., Horsham, architect.—*Thos. W. Piggott*, Higham, coachman.—*H. Fletcher*, Angmering, near Arundel, shoemaker.

*Court-house, LIVERPOOL, Lancashire, March 18 at 10.*

*Wm. N. Scott*, Liverpool, assistant druggist.—*Thos. Harper*, jun., Liverpool, blacksmith.—*Thos. Lever*, Liverpool, shoemaker.—*Richd. Allen*, Liverpool, hosier.—*Thomas Wilson*, Liverpool, shopkeeper.—*Geo. Entwistle*, Liverpool, out of business.—*John Davies*, Liverpool, dealer in coals.—*Robt. Hampson*, Liverpool, joiner.—*Thos. Roughedge*, Liverpool, out of business.—*Ed. B. Cooke*, Liverpool, painter.—*James*

*Rae*, Liverpool, book-keeper.—*Thomas Thursfield*, Liverpool, earthenware-dealer.—*Thomas H. Taylor*, Liverpool, cabinet-maker.—*Patrick Collins*, Liverpool, tailor's assistant.—*Robt. Tristram*, Liverpool, cart-owner.—*Jos. Grogan*, Liverpool, dock labourer.—*Thos. Abrams*, Liverpool, paviour.—*Ed. B. Corbet*, Liverpool, joiner.—*Wm. Price*, Liverpool, beer-house-keeper.—*Jos. Johnson*, Liverpool, tailor.—*Jos. Clayton*, Liverpool, licensed victualler.—*John Farrer*, Liverpool, licensed victualler.—*Ed. Kynaston*, Liverpool, car-driver.—*Chas. Cook*, Liverpool, out of business.—*John Pasterson*, sen., Liverpool, joiner.—*Henry Brookes*, Liverpool, shopkeeper's assistant.—*Wm. Foulkes*, Liverpool, out of business.—*James Hickson*, Liverpool, dealer in flour.—*Christopher Cashen*, Liverpool, carrier.—*John Gidlow*, Liverpool, butcher.—*Chas. W. R. Fleetwood*, Kirkdale, near Liverpool, book-keeper.—*Wm. Carbine*, Liverpool, dealer in cattle.—*Wm. Meadows*, Liverpool, treacle manufacturer.—*Wm. Langley*, Liverpool, brewer's agent.—*Wm. Hen. Riding*, Liverpool, superintendent of police.—*John Hardisty*, Liverpool, apothecary.—*John Edwards*, Liverpool, contractor for excavating and paving.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Jas. Merchant*, Cardiff, Glamorganshire, cooper, Feb. 26, Harley's, Bristol: 1s. 6<sup>1</sup>/<sub>2</sub>d. in the pound.—*Archimedes John Shaw*, foreman in her Majesty's dockyard, Devonport, Feb. 24, Chapman's, Devonport: 1s. 10<sup>1</sup>/<sub>2</sub>d. in the pound.—*Sir H. Evelyn*, Bart., Feb. 28, Barton's, Buckingham-st., Adelphi: 3s. 2<sup>1</sup>/<sub>2</sub>d. in the pound.

#### MEETING.

*John Westacott*, Halberton, Devonshire, farmer, March 22 at 12, Three Tuns, Tiverton, sp. aff.

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# The Jurist

No. 269.

MARCH 5, 1842.

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The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Vice-Chancellor Wigram's Court .....	E. J. BRVIA, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, MARCH 5, 1842.

THE debate in the House of Lords of the 1st instant (see the Parliamentary intelligence, post, p. 76) has put us in possession of Lord Campbell's ideas for the improvement of the appellate jurisdiction of the House of Lords, which involve, as will be seen, the destruction of the Judicial Committee of the Privy Council, and the emancipation of the Court of Chancery. We need not remind our readers, that it is only a few months since the Legislature, after frequent inquiries and discussions, passed an Act for increasing the judicial strength of the Court of Chancery, satisfied, as we must presume, that such an increase of strength was desirable for the administration of justice. But, at this day, when a reform in the law, a few years old, is already thought to be waxing into the decrepitude of a rusty antiquity, it may be proper to remind our readers, that the present constitution of the Judicial Committee of the Privy Council has reached the alarming age of not less than eight years and a half; and that, therefore, it must necessarily have become so encumbered with abuses, and must so completely have ceased to be adequate to the wants of an advanced state of civilization, as to render its abolition a measure of high expediency.

Lord Campbell proposes, as we collect from what is reported to have fallen from him, to abolish the Judicial Committee of the Privy Council as a Court of appeal, and to transfer all its appeal jurisdiction to the House of Lords. He proposes, in order to meet this accumulation of judicial business, to take the Lord Chancellor out of the Court of Chancery, and confine him, as a judicial person, to the House of Lords; and he proposes to supply his place in the Court of Chancery by a permanent presiding Judge in equity, whom he recommends to be taken from among the existing Vice-Chancellors.

The groundwork of this wholesale substitutional process is, as we understand his Lordship, the defect of the existing constitution of the Appellate Jurisdiction of the House of Lords. But on what ground the improvement of that jurisdiction appears to him only attainable through the destruction of the Judicial Committee of the Privy Council, we profess ourselves wholly unable to comprehend. His Lordship states, indeed, that there are now two Courts of Appeal of co-ordinate Jurisdiction, meaning, we suppose, the House of Lords and the Judicial Committee of the Privy Council; and he states, further, his individual opinion, that there ought to be but one Supreme Court of Appeal; and then, assuming these two positions to be correct, without further proof or reasoning, he determines, that, if one of the two Courts of Appeal is to be abolished, the Judicial Committee is the one that must perish. We conceive, with great submission, however, to an individual, even so learned and so deservedly eminent as the late Lord Chancellor of Ireland, that something of proof is wanting before men's minds will be satisfied of the expediency of proceeding to the abolition of a Tribunal which has existed in some form for more than three centuries; and which has been entirely reformed and adapted by the Legislature to the wants of modern times, only so far back as 1833.

We would first ask, what is meant by "two Courts of Appeal of co-ordinate Jurisdiction?" By those terms, we should have supposed would be understood two Courts holding their jurisdiction in the same right; alike in constitution; administering the same law; and sitting in appeal on causes brought from the same inferior jurisdiction; in fine, we should have supposed, that Courts of similar jurisdiction in all or most respects, must have been meant.

That, however, cannot have been the meaning of the noble and learned Lord, because, in fact, the House of Lords and the Judicial Committee do not bear that sort

of relation one to the other. The House of Lords is an independent Court of Appeal, in right of its being the Assembly of the Peers of Parliament. Whatever may be the extent of its jurisdiction in theory, it is quite clear, that, in practice, it only exercises jurisdiction on appeals from the subordinate Courts of Law and Equity.

The Judicial Committee of the Privy Council, on the contrary, confines its jurisdiction to appeals from the Admiralty and Ecclesiastical Courts, and from the Colonial dominions of the Crown. The House of Lords has jurisdiction to determine, as well as to hear and inquire. The Judicial Committee of the Privy Council has only power to hear and inquire, and does not determine, but only advises the Crown. The appeal to the House of Lords is to the Lords, as an independent body of judges; the appeal to the Privy Council is to the Queen in council. In fact, the House of Lords is a distinct and independent Court of Appeal in matters which, by the laws of the land, are originally heard by some of the judges appointed by the Crown to administer those laws; while the Judicial Committee is merely a council using judicial forms of procedure, for the purpose of ascertaining and advising the Crown upon the law, in appeals from jurisdictions, over which the Crown is itself the judge of last resort. Two tribunals more thoroughly distinct, both in theory and practice, it is hardly possible to conceive. That they should come into actual conflict on the same case, as suggested by Lord Campbell, seems scarcely possible. And, though it must be admitted that they might come into conflict on matter of law in different cases, involving the same point of law, yet, unless the decision of the one court happens to be unknown to the other, even that case of conflict is not very probable, as, unquestionably, either of those high tribunals would pay great attention to the deliberate decision of the other. The fact appears to be, according to the statement of the Lord Chancellor, that there has been no instance of a conflict of decision between the Privy Council and the House of Lords.

But suppose the proposition to be carried into effect, and the jurisdiction of the Judicial Committee transferred to the House of Lords;—how is it there to be exercised? The House of Lords usually comprises among its members a certain number of Lords learned in the Law of England, and, perhaps, of Scotland; but it very rarely counts among its number any noble Lord learned in the Ecclesiastical Law, or in those Foreign Laws which are in force in many of our Colonies. In order to adjudicate upon the variety of codes which govern the cases coming before it as a Court of universal Appeal, it would, therefore, be obliged continually to call to its assistance, as advisers, persons learned in those laws. It may be said, why should not the House of Lords call to its assistance the Judges of other Courts as well as the Judges of the Common Law? But the answer is, that it would be objectionable if the highest Court of Appeal were under the necessity of continually calling to advise it any foreign assistance. The Judges are not in practice required to assist the House of Lords except on matters of law of great importance, and on which there is the highest degree of doubt; cases necessarily of rare occurrence. In by far the major part of the causes heard by the House of Lords, possessing, as they do, in their own body almost at all times, one

or more common-law Judges, they neither require, nor, in fact, make use of any foreign assistance.

It would be otherwise, we apprehend, if they became a Court of Appeal from all the various jurisdictions from which an appeal now lies to the Judicial Committee. And we doubt much, whether the dignity of the House, or the authority of its judgments, would be greatly increased by the circumstance of its being seen habitually to lean upon the assistance of other Judges in the execution of its high judicial functions.

On the remaining parts of Lord Campbell's plan, we shall not, at present, offer any lengthened remarks. Neither the proposal for withdrawing the Lord Chancellor from the Court of Chancery, nor that for appointing a permanent Chief Judge in Equity are, in themselves, new; though, undoubtedly, it is new, to propose these measures within so very short a period from the time when the Legislature has attempted to apply a specific remedy to the evils alleged to arise from the Lord Chancellor being overburthened with judicial labour.

From the adverse opinions expressed by all the learned Lords who spoke in the debate on this subject, we may collect, perhaps, that Lord Campbell's measure will be unlikely to reach an advanced stage; should it, however, do so, we shall endeavour to lay before our readers the details of bills, which, whether they shall turn out to be improvements or not, will, at any rate, go to effect the greatest changes in the administration of the law that we have yet seen.

## RULES OF COURT, &c., EQUIVALENT TO JUDGMENTS

UNDER THE 1 & 2 VICT. c. 110, s. 18.

The statute of the 1 & 2 Vict. c. 110, while it abolishes arrest on mesne process, leaves the superior courts in the possession and exercise of their power of attaching the person for a contempt committed by disobedience to their orders. But, at the same time, its 18th section gives to rules or orders of court, for the payment of money and costs, the effect and all the force of a judgment, so as to enable the party, to whom the money and costs are payable, to take out execution thereon against the real and personal property of the party by whom they are ordered to be paid. And thus, in those cases particularly in which the process by attachment was most frequently resorted to, in enforcing awards for the payment of money, and orders of court for the payment of costs, a more direct and efficacious remedy is provided, which seems likely to be preferably adopted, and will, perhaps, entirely supersede the other. It has even sometimes been doubted, whether the proceeding by attachment for the non-payment of money, pursuant to a rule of court, has not been virtually abolished by the 18th section of the 1 & 2 Vict. c. 110, which, giving the power of enforcing such rules by execution against the property, has, consequently, rendered it unnecessary to have recourse to an attachment. It might, however, have been intended, that the remedy given by the statute should be cumulative, and be available alternately with that at common law. And the courts, notwithstanding the doubt, have continued to grant attachments in such cases; particularly while it remained a question, how far, and in what manner, the process under the statute was applicable to the purpose of enforcing the payment of money awarded by an arbitrator. But now that this question appears to be satisfactorily settled, it is probable, that the process by attachment, even for the non-performance of such awards, will more and more fall into disuse, when brought practically into comparison with the more convenient and effectual means provided by the statute.

The rules of the courts of common law, that by this act are made equivalent to judgments, are described in

the 18th section as rules of court, "whereby any sum of money, or any costs, charges, or expenses, shall be payable to any person;" such person to be deemed a judgment creditor within the meaning of the act, and to have the same remedies as are thereby given to judgment creditors. Rules of this kind are, consequently, like judgments, enforceable by execution under the 11th and 12th sections, against the property of the person by whom the money, &c., is payable; and are equitable charges upon his real property to the extent and in the manner provided by the 13th section, and may be made a charge upon his funded property under the 14th and 15th sections. And, like judgments, in order to affect real property against purchasers, mortgagees, or creditors, these rules must be duly registered pursuant to the 19th section of this act, and the 4th section of the 2 Vict. c. 11.

We propose, on the present occasion, to review some of the most material questions that have arisen, and the principal points of practice, that, in the short time elapsed since the passing of the act, have been settled or agitated, relatively to these rules of court, thus made equivalent in effect to judgments.

### I. RULES FOR THE PAYMENT OF A SUM OF MONEY.

In the first place, according to the construction that has been put upon these enactments, they have been held to apply only to cases where a precise sum of money is ordered by the court to be paid, and not to cases where something more is requisite, as where, before it becomes payable, an act is to be done by a third person. The money, in short, must be payable by the rule itself, and its amount must appear on the face of the rule.

This point was determined in the case of *Jones v. Williams*, (4 Per. & D. 217; 11 Adol. & Ell. 178), where the question was, whether a *fieri facias* could issue, under the 1 & 2 Vict. c. 110, for non-payment of a sum of money found to be due by an award, the agreement of reference having been made a rule of court. It seems to have been argued, that, the parties having agreed to abide by the award, and the agreement having been made a rule of court, and the award made in pursuance of that agreement having directed the payment of a sum of money, the award was incorporated by relation in the rule of court, and, therefore, an execution might issue. But the Court of Queen's Bench held, that execution could not issue in this case. For, it was said, although money awarded to be paid under a submission that is made a rule of court may, undoubtedly, be considered as money payable by something arising out of and ingrafted on the rule, yet the difficulty that presents itself is, that there is no definite sum of money expressed to be payable by the rule itself. These rules are to have the effect of judgments, which are to charge the land; and, therefore, the sum to be charged ought to be distinctly stated in the document which thus charges the land, so that the purchasers or creditors may know what it is. They ought, also, to bind the land at the time they are entered; but, when rules like this are made, there is, at that time, nothing to inform anybody of the charge: the amount may not be ascertained for a year afterwards. And on these grounds, principally, the court was of opinion, that the power of issuing execution on a rule must be confined to cases where the money payable by the rule is expressed in the rule itself. Lord Denman, however, observed, in addition, that, "there is no difficulty in giving effect to the act of parliament as to awards, if a proper case is made out; and that is by calling on the delinquent party to shew cause why he should not pay a certain sum of money, pursuant to the award. If that rule is made absolute, an execution may issue for the sum distinctly specified in the rule so obtained."

In this very case, *Jones v. Williams*, when subsequently before the Court of Exchequer, (vide infra),

Mr. Baron Parke, and the other Judges of the Court of Exchequer, expressed their entire concurrence in the decision of the Court of Queen's Bench in *Jones v. Williams*.

It seems, therefore, to be settled, that, where a sum of money has been awarded to be paid under a submission which is made a rule of court, the money is not payable by that rule, so as to be enforced by execution under the 1 & 2 Vict. c. 110, s. 18, without a further and distinct order of the court for the payment of the sum.

It is, however, to be remarked, that the determination of the Court of Queen's Bench, in *Jones v. Williams*, has sometimes been represented, particularly in reporters' marginal notes, (those convenient but occasionally misleading brevities), as if it amounted to a decision, that execution could not be sued out under the 1 & 2 Vict. c. 110, s. 18, for money awarded by an arbitrator. But, it will be observed, that Lord Denman, after delivering the opinion of the court, that execution could not be had for the money by virtue of the original rule of submission, proceeded to point out the course that might be adopted, and which the court would sanction, for making the provisions of the statute available in this case, viz. by obtaining a rule to shew cause why the money should not be paid, pursuant to the award, which, when made absolute, would entitle the party to sue out execution thereon under the statute. And this view of the use that may be made of this enactment of the 1 & 2 Vict. has been followed and adopted with unqualified approbation by the Court of Exchequer, not only in the same case when afterwards before that court, but also in that of *Richards v. Patterson*, (8 Mee. & W. 313; 5 Jur. 894), and in the still more recent case of *Doe d. Thompson v. Amey*, (5 Jur. 898). In the last-mentioned case, the point was brought directly before the court; and it was contended, that the court had no power, either at common law or under the statute 1 & 2 Vict. c. 110, to make an order calling on a party to pay a specific sum awarded by an arbitrator; that, independently of the statute, their only power was to order the party to perform the award generally; and, in the event of his neglect or refusal, to punish him by attachment; and that the only object of the stat. 1 & 2 Vict. c. 110, s. 18, was to give to orders and rules of court a force and effect which they had not before, viz. that of judgments on which execution might issue; but did not confer on the courts the power of making any new species of order unknown to the then existing law. But the court was of opinion, that an order for an attachment against a party for not paying money presupposes a power in the court to order him to pay it; and made absolute a rule for the payment of a sum of money awarded under a submission that had been made a rule of court, thus giving an express and judicial assent to the propriety of the course suggested by Lord Denman, in *Jones v. Williams*.

### II. RULES FOR THE PAYMENT OF COSTS.

But, although execution cannot issue under the act on a rule of court for the payment of money, unless the amount be determined and specified by the rule itself, yet, execution may issue on a rule ordering the payment of costs, though their amount is not specifically mentioned in the rule, being left to be ascertained by taxation by the officer of the court; and thus, where a submission is made a rule of court, an award for the payment of costs, to be ascertained by taxation, may, when their amount is so ascertained, be enforced by execution under the rule, without a further and distinct order of the court for the payment of the sum so ascertained.

In the case of *Jones v. Williams*, before the Court of Exchequer, (8 Mee. & W. 349; 5 Jur. 895), where the latter point was discussed, the principle laid down by the Court of Queen's Bench in the same case, to the

effect, that the specific sum must appear on the face of the rule, was urged in argument, as applying also to a rule for the payment of costs. The observations of the judges of the Court of Exchequer, being principally directed to the distinction between the cases of a rule ordering payment of a sum of money and one ordering the payment of costs, are calculated to illustrate both, and apply almost equally to both, and will, therefore, be better understood, and tend more to the elucidation of the subject, if preserved in their original connection, than if we attempted to introduce them separately into the discussion of the several points.

In the case, then, of *Jones v. Williams*, before the Court of Exchequer, an action which had been commenced by the plaintiff against the defendant, was, by agreement in writing, referred to an arbitrator, who was to take an account between the parties, and all costs were to be paid by the parties against whom a balance of accounts should appear by the award to be due. The arbitrator having proceeded with the reference, awarded, that, upon the accounts referred to him, there was a balance of a specified amount due from the plaintiff to the defendant, which sum, together with the costs so made to abide the event of the award, the arbitrator directed to be paid by the plaintiff to the defendant on a certain day. The agreement was made a rule of court; and the costs were taxed by the Master at a certain sum. Mr. Baron Parke, after referring to the 18th section of the 1 & 2 Vict. c. 110, and observing, that, according to the proper construction of the act, it does not apply to any costs, charges, or expenses, except those which are ordered by the court to be paid; and that it does not embrace cases in which something is necessary to be done, in order to give the party a title to the money, but includes those only in which the obligation to pay the money appears on the face of the rule, decree, or order, proceeded to say: "But, then, it is argued, that, when the court orders the payment of costs, something must be done in order to ascertain their amount before execution can issue. No doubt that is so; but then costs are not liable to the same observation as money, as they stand upon a peculiar footing. When the legislature mentions 'money, costs, charges and expenses,' it means money decreed or ordered to be paid, together with the costs, charges, and expenses, to be ascertained by the officer of the court. That point, indeed, it is unnecessary to decide; but, I am of opinion, that, with respect to costs, it is enough if they are ascertained by the officer of the court, and that it is not necessary that there should be any order to pay after they are taxed by the officer." Mr. Baron Alderson expressed himself to be of the same opinion. "With regard to the costs, charges and expenses," said the learned judge, "it seems to me, that they may be ascertained by the officer of the court, though not specifically mentioned in the rule of court. All that is required is, that the court shall order a sum of money to be paid; and, if it also order costs, that means the costs ascertained by the officer of the court. . . . But, in the case of an award, it would be monstrous to say, that any sum of money is payable under the order of the court. The order of the court there is, that the party do submit to the arbitration of A. B.; and unless you incorporate the award (which is an act long subsequent) with the rule of court, it would be making the court order the payment of a sum of money, the propriety of which depends on the judgment of a third party, and of which the court knows nothing. If such were the law, the court might commit the greatest injustice. Suppose a submission to arbitration and an award after Trinity Term; in the vacation, a writ of ca. sa. might issue; and is the party to remain in custody the whole of the vacation up to Michaelmas Term, before he can apply to set aside an award which may have been most improperly made against him? The sounder rule is

this, that no execution should issue till the court has ascertained for itself the propriety of the award, and has made an order for the payment of the money awarded. And Mr. Baron Rolfe remarked, that, "According to all the writs settled by the Lord Chancellor, in pursuance of the 1 & 2 Vict. c. 110, it is assumed, that the amount payable is previously ascertained by the decree or order of the court. That appears to me to make the distinction pointed out by my brothers Parke and Alderson, viz. that the statute having provided that a writ may be issued upon an order for the payment of money and costs, it may still issue for costs when taxed by the officer; but that such execution cannot possibly extend to the payment of any money which has not in terms been ascertained by the decree or order. The writs to which I have referred were framed upon great deliberation; and if there were any case in which the order for the performance of an award could be within the statute, it is most probable that a writ for that purpose would be found amongst the forms given by the Court of Chancery."

If, however, an arbitrator, when the costs are in his discretion, awards a gross sum for costs (which is not liable to taxation by the Master, *Anon.*, 1 Chit. Rep. 38; *Watson, Arbit.* 138), it seems, that, consistently with the principle of the foregoing cases, it would be necessary to apply to the court for a rule for their payment, in order that execution may issue thereon.

### III. RULE NISI IN THE FIRST INSTANCE.

We have seen, that, according to the mode of proceeding prescribed by the Court of Queen's Bench, and approved by the Court of Exchequer, the rule for the payment of a sum of money under an award, with a view to proceeding by execution, should be a rule to shew cause only in the first instance, upon which, when made absolute, execution shall issue; and an order ex parte, in such a case, is irregular. For, as remarked by Mr. Baron Parke, (8 Mee. & W. 316), if it were otherwise, in cases of awards execution might be issued without any opportunity whatever of a hearing being given to the party affected. This corresponds with the manner of obtaining a rule for an attachment to enforce an award. And not only in this, but in other respects, the rule of court, under the statute for the payment of a sum awarded, is considered as analogous to an attachment under the old law; and this analogy appears likely to be observed in the practice relative to the proceedings for obtaining the rule under the statute. (See *Mendell v. Tyrrell*, 6 Jur. Rep. 18).

Thus, in *Richards v. Patterson*, (8 Mee. & W. 318; 5 Jur. 894), the plaintiff having obtained an order for the taxation of his attorney's bill of costs, it was taxed accordingly; but the allocatur was not served on the plaintiff in the regular way, but was sent him by the post, and no demand was made on him for the amount. The attorney afterwards obtained, on an ex parte application, an order upon the plaintiff to pay the amount found by the Master to be due; and without serving it upon the plaintiff, or giving him any notice of it, made the order a rule of court, and issued a *fi. fa.* thereon under the 1 & 2 Vict. c. 110, s. 18. But these proceedings were set aside as irregular, the court being of opinion, that, before process is awarded against the property of a party under these provisions, the same steps should be taken as would have been necessary in a proceeding against his person by attachment; or, at all events, he should have some distinct notice of the proceedings. And, before this statute, no attachment could be granted, in such a case as this, without a previous personal service of the allocatur.

The rule should be served personally; but, it was said by Mr. Justice Patteson, the other day, in the Bail Court, (*Jordan v. Berwick*, 6 Jur. Rep. 162); that where personal service may not be practicable, the court

will, on a statement of the particular circumstances, consider whether the stricter service may not be relaxed.

#### IV. JUDGE'S ORDER.

A judge's order for the payment of money or costs, may be enforced by execution or the other remedies given by this statute, by first making it a rule of court. (*Wallis v. Sheffield*, 3 Jur. 1002; see Archbold's Practice, 7th edit., by Chitty, 1204).

#### V. DECREES AND ORDERS IN EQUITY.

Before the statute 1 & 2 Vict. c. 110 came into operation, a decree of a court of equity, unless it were for the land itself, operated only in personam, and could only be enforced by what is termed process of contempt, against the party disobeying it, under which the party might be arrested, and a sequestration might be issued. This, however, being only a personal proceeding, abates by the death of the party; and though it may be revived against his personal representative, yet, unless the decree is for the performance of a covenant in which the heir is bound, or for the land itself, it cannot be revived against his heir; and, except in such cases, therefore, cannot give to a decree in equity the same effect as a judgment at law, in binding the real estate. But this defect in the proceeding by sequestration has, to a certain extent, been remedied by the 18th section of the 1 & 2 Vict. c. 110, which communicates the effect of a judgment in the superior courts of common law, not only, as we have seen, to rules of those courts, but to "all decrees and orders of courts of equity, and all orders of the Lord Chancellor or of the Court of Review in matters of bankruptcy, and all orders of the Lord Chancellor in matters of lunacy, whereby any sum of money, or any costs, charges, or expenses shall be payable to any person." Such decrees and orders, therefore, are armed with the like remedies, and have the like binding force upon the property of the person by whom the money, &c., is payable, as judgments; and must be registered like them, in order to be effectual.

The 20th section empowers the judges of the courts of law, equity, and bankruptcy, to issue new forms of writs for giving effect to the provisions of the act. And in pursuance of this provision, forms of writs of fieri facias, elegit, and venditioni exponas, similar to those adopted in the courts of common law, were promulgated by the Lord Chancellor, by the Orders of the 10th May, 1839, (1 Beav. App. xii.; 3 Jur. 410), for the purpose of giving the means of enforcing, by common law process, decrees of the courts of equity for the payment of money and costs. The forms are accompanied by certain regulations respecting them, the principal of which provide: That every person, to whom, in any cause or matter pending in the Court of Chancery, any sum of money, or any costs, have been ordered to be paid, shall, after the lapse of one month from the time when such order for payment was duly passed and entered, be entitled by his clerk in court to sue out one or more writ or writs of fieri facias, or elegit, of the forms provided, or as near thereto as the circumstances of the cases may require. That such writs, when sealed, shall be delivered to the sheriff, or other officer, to whom the execution of the like writs issuing out of the superior courts of common law belongs, and shall be executed by such sheriff, or other officer, as nearly as may be, in the same manner in which he does or ought to execute such like writs; and such writs, when returned by such sheriff or other officer, shall be delivered to the clerks in court, by whom respectively they were sued out, or be left at their respective seats, and shall thereupon be filed as of record in the office of the six clerks; and that, if it shall appear, upon the return of any such writ of fieri facias, that the sheriff or other officer has, by virtue of such writ, seized, but not sold, any goods of the person ordered to pay such sum of money or costs, the person to whom such sum of money or costs is payable shall, im-

mediately after such writ, with such return, shall be filed as of record, be at liberty, by his clerk in court, to sue out a writ of venditioni exponas, in the form provided, or as near thereto as circumstances may require.

The mode of proceeding thus instituted, enables a person who has succeeded in establishing, in the Court of Chancery, his right to a pecuniary demand, to sue out execution for its amount, in the same manner as he may upon a judgment in a court of common law.

But here, we may observe with Mr. Daniell, (2 Chancery Practice, 701), that the above orders and writs do not supersede the ordinary remedies of the court for enforcing its decrees and orders; and that, in fact, they are applicable only to cases in which money or costs are decreed or ordered to be paid by one party to another, and are totally inapplicable to cases where any other act is ordered to be done by a party. Orders or decrees of this latter description, therefore, must still be enforced by the ordinary process of contempt.

In *Gibbs v. Pike*, (8 Mee. & W. 223; and see *Wells v. Gibbs*, 4 Jur. 1178), the Court of Exchequer was of opinion, that an order of a court of equity for the payment of money into the Bank, in the name of the Accountant-General, to the credit of a cause depending in that court, is not an order to which the effect of a judgment is given by sect. 18 of the 1 & 2 Vict. c. 110. The case being decided on another ground, it was not necessary to determine that point. But it seems to be clear, that such an order is not within the meaning of the 18th section of the act.

B.

#### Rebibo.

*A Practical Treatise of the Law of Evidence, and Digest of Proofs in Civil and Criminal Proceedings. Third Edition, with considerable Alterations and Additions. By THOMAS STARKIE, Esq., of the Inner Temple, one of her Majesty's Counsel. 3 Vols. 8vo. London, 1842. [Stevens & Norton.]*

No branch of positive law is so generally interesting in theory, or so exciting in practice, as that of evidence. It is almost the only one which can be rendered attractive to an unprofessional reader. Its object being the discovery of truth, it takes rank as a branch of experimental philosophy; and, as it is perpetually tested in practice by the common sense and knowledge of mankind, and is concerned with the establishment of particular facts, and not of general truths for general use, it has escaped much of that perversion from technical reasoning and sinister influences by which other departments of the law have suffered. To borrow the words of Mr. Starkie, "however widely different codes may vary from each other in matters of arbitrary or positive institution, and of mere artificial creation, the general means of investigating the truth of contested facts must be common to all. Every rational system which provides the means of proof must be founded on experience and reason, on a well-grounded knowledge of human nature and conduct, on a consideration of the value of testimony, and on the weight due to coincident circumstances. Here, therefore, the object of the law is identified with that of pure science; the common aim of each is the discovery of truth; and all the means within the reach of philosophy, all the connexions and links, physical and moral, which experience and reason can discover, are thus rendered subservient to the purposes of justice."

The subject, thus attractive in itself, has been most fortunate in its expositors. There are now, honourable rivals for public favour, two general treatises on this extensive and intricate branch of law, of which it is not too much to say, that they excel all the text-books of the day in the combination of learning and research with clear method and scientific precision; while the

important department which comprises the rules of evidence applicable to proceedings in equity has been treated with considerable ability by Mr. Gresley; and upon one isolated topic, that of the application of extrinsic evidence to the interpretation of wills, Sir J. Wigram has favoured the profession with a dissertation, which possesses all the merits, and is free from some of the defects, that characterise the celebrated essay of Fearn. Of the two general treatises, Mr. Starkie's is undoubtedly more philosophical in its reasoning, and more scientific and methodical in the details of its arrangement than its rival; in other respects it would be difficult to decide between the claims of the two works, so far as they concur in design. Mr. Phillipps's work, however, (that is to say the last edition, which was published in 1838), labours under this disadvantage, that it is confined to an examination of the general principles of evidence, and does not treat of the rules applicable to particular subjects and actions, otherwise than as they illustrate those general principles. Mr. Starkie, on the other hand, reserving the first part of his work chiefly for the discussion of general principles, devotes two closely printed volumes to a digest, alphabetically arranged, of the rules of evidence and the proofs applicable to particular subjects and actions. It is in this that the great practical superiority and utility of Mr. Starkie's book consists; without which, we fear, its merely literary and scientific merits would scarcely have gained for it the popularity which it enjoys. Under the alphabetical arrangement of this second part we find, besides the particular heads of Assumpsit, Bankruptcy, Bills of Exchange, &c., many titles of a general application, but which conveniently admit of being discussed by themselves. Such are the titles Admissions, Collateral Facts, Confidential Communications, Custom, Death-bed Declarations, Estoppel, Statute of Frauds, Inspection, Limitations, Parol Evidence, Prescription, Presumptions, Stamp, &c.

The new edition has been long expected and long delayed; but the care which appears to have been bestowed on it, and the great additions it has received, are some excuse for the lateness of its appearance. Among the subjects of importance which appear to have received particular attention, we may mention—Assumpsit, Bankruptcy, Bills of Exchange, Distress, Ejectment, Parol Evidence, Partners, Insurance (under the title Policy), Sheriff, Trespass, Trover, Vendor and Vendee, Will. Under the last title, Mr. Starkie has treated many of the cases relating to the parol explanation of written instruments, which, we think, might have found a better place in the general discussion of the rules as to parol evidence; but we are aware that it is a common (though we think unfounded) opinion, that the rules of evidence in aid of the interpretation of wills are different from those which apply to instruments *inter vivos*.

Our remaining space might have been advantageously devoted to a notice of some of the interesting points which have arisen upon the recent statutes and decisions, but the conduct of our contemporary, *The Law Magazine*, has furnished us with matter of a less attractive kind. The *Law Magazine* was formerly a well-conducted and agreeably written periodical, free from offence, and, in spite of some wild and flashy speculations by which tyros were occasionally dazzled and older lawyers astonished, was not altogether useless in the business of the profession; although its chief attraction lay in the very spirited legal biographies, from a pen which seems to be now laid aside, or devoted to other objects. Of its present merits or fortunes, we hear little; but we are sorry, for old acquaintance' sake, to see it disgraced by being made a vehicle for such shabby and dishonest attacks as that upon Mr. Starkie, which appeared in its last number. A critic may sometimes be led almost unconsciously into injustice by per-

sonal antipathy; but Mr. Starkie's amiable and unpretending character would be the last to occasion any delusion of that kind, and the article in question bears such internal evidence of conscious falsehood, that its writer cannot be allowed even the poor excuse of personal pique. It is obviously an interested and mercenary misrepresentation,—intended, not to protect the public, but to damage a successful, and therefore obnoxious rival\*. As such, we should not have been disposed to notice it; but the publishers of Mr. Starkie's book, naturally feeling indignant at this attack upon their property, and upon an author for whom they feel great respect, have requested us to look into the matter, and, if we should detect the knavery, to expose it. We see no reason for refusing to do them that justice, or for attempting to conceal that we do it at their request. Mr. Starkie's complaint has already appeared, (*ante*, p. 35).

It would be an excellent arrangement, both for publishers and readers, if authors could be persuaded to complete the whole of their manuscript before sending any portion of it to the printer. The plan would then be perfectly digested, the references accurately made, and, by reason of its rapid progress through the press, the work would comprise the latest information, without the incumbrance of an appendix. But, alas! authors are not so tractable; they can no more keep their "copy" by them, than boys can keep halfpence; and never rightly know what they have done, until they see it in print. Whatever may be the cause, books seldom pass through the press with one fifth of the speed which the mere processes of composing and correcting the proofs would allow of; and publishers generally find the delay to be greater, in proportion to the ability and learning of their authors. The more they love their labour, the more they dwell upon it. Mr. Starkie's work appears to have been nearly three years in the press. The necessity of printing a copious appendix, like that which was published with the former edition, arranged in the order of the text, and containing the latest cases, seems to have been foreseen; and Mr. Starkie, having that remedy in reserve, was even less anxious to expedite his work, than he might otherwise have been. The policy or convenience of publishing the book before the Appendix and the Index could be prepared, we think very questionable; but as no one is obliged to purchase it in its incomplete state, it is not easy to see what quarrel can be picked, either with author or publisher, on that score. What advantage a dishonest critic can take of such an irregularity, we have, unfortunately, an opportunity of perceiving.

The general charge brought against Mr. Starkie by the *Law Magazine*, besides "numberless minor repetitions, errors, and omissions," is, "the total omission, or, at best, most careless insertion of large and important subjects connected with the law of evidence." There is a great difference between a charge of "total omission" and one of "careless insertion." The former might be capable of demonstrative refutation—the latter, being matter of degree and of opinion, could not be so easily disproved, and serves to fall back upon when the graver charge is questioned. It is as if one should say to the reviewer: "You are a conscious liar and calumniator, or, at best, an ignorant fellow." If Mr. Starkie had been guilty of "totally omitting" one single large and important subject, would not the reviewer have been too happy at the opportunity of saying so unequivocally, without this miserable prevarication? At the outset, he confesses himself too great a coward for his task. The same sweeping charge is insinuated at the conclusion of the article, in these words: "We would suggest, that a corrigenda should be added, and that the

\* We trust that it is needless to disclaim the slightest reference to Mr. Phillipps, or his able editor, Mr. Amos, in these remarks.



author should have time to make ample corrections and additions. Let the most inaccurate pages be boldly cancelled, and their contents carefully remodelled." Here is promise of enough tainted matter to feast the most hungry critic. But before we examine the particular morsels that have been selected, it may be worth while to cite another general charge, which betrays the animus of the article: we mean, that of "the inferiority of the paper, and the badness and variety (see pp. 722, 723, 2nd vol.) of the type." The book, to be sure, is not got up in the style of an annual, but the paper is fully equal to the average of law books, and certainly better (to use an unexceptionable standard) than that of the *Law Magazine*; while the typography is, as Messrs. Hanks' work always is, excellent; the type evidently new, and well worked. The single instance of "variety," referred to by the reviewer, illustrates, we hope, nothing worse than his ignorance. There is no variety of type; but pp. 722 and 723 appear, by the binder's mark at the foot, to be a cancel, from which, in order to make room for the added matter, the leads between the lines have been removed, just as is occasionally done with the leading articles of *THE JURIST*, and other periodicals.

That branch of Mr. Starkie's work which relates to the competency of witnesses is first fastened on. The text (Vol. 1, p. 119) stands thus:—"4thly, a witness is incompetent where the record would, if his party succeeded, be evidence of some matter of fact to entitle him to a legal advantage, or repel a legal liability." The course Mr. Starkie had laid down and was pursuing in introducing this proposition, was, first, to consider the question of incompetency, independently of the enactment of the recent statute, (3 & 4 Will. 4, c. 42, ss. 28 and 27); and then to shew in what cases the statute restores competency; and it is while he is treating the subject independently of the statute, that he lays down this fourth proposition. The reviewer, however, deems the consideration of this fourth class of cases to be unnecessary; because "it is quite clear that the statute embraces all cases under this head;" in other words, that a witness is made competent by the statute, whenever the record would, if his party succeeded, be evidence of some fact to entitle him to a legal advantage, or to repel a legal liability. This position is erroneous. There are many cases in which competency would not be given by the statute to a witness within the fourth class. An instance is given by Mr. Starkie, in the case of *Stuart v. Barnes*, (1 Stark. Ev. 125; 1 M. & R. 472), where a witness, who was called upon the trial of an issue from a court of equity to support a modus, and though not a party, yet being interested in the decree as evidence of the right, was rejected, on the ground that the decree founded on the record would be evidence for him, notwithstanding any indorsement on the record. From the second objection taken in the same case, and acceded to by Mr. Baron Alderson, it appears also, that there is very great doubt, whether a witness within Mr. Starkie's fourth class is competent, where the record, although it would not itself be evidence for or against him, establishes, or tends to establish, a practice beneficial or hurtful to him, as evidence. Witnesses within the fourth class are also, according to the later authorities, (overruling *Wheat v. Graham*, 7 Sim. 61), incompetent in courts of equity, notwithstanding the statute. (See *Davies v. Morgan*, 1 Bear. 406; *Holden v. Hearn*, Id. 445). But, whether this were so or not, Mr. Starkie's mode of treating the subject is equally unimpeachable and free from ambiguity.

The *Law Magazine* proceeds:—"Two Nisi Prius decisions are then cited, (Vol. 1, p. 196), which were overruled in *Yeomans v. Legh*, (2 Mee. & W. 419); but the recent cases of *Bowman v. Willis*, (3 Bing. N. C. 660); *Knight v. Moore*, (7 C. & P. 258); *Groom v. Bradley*, (8 C. & P. 500); *Jackson v. Galloway*, (Id. 480);

*Stears v. Carwardine*, (Id. 570); *Robinson v. Ferreday*, (Id. 752); and *Wedgewood v. Hartley*, (10 Adol. & Ell. 619), which all, more or less, illustrate the practical working of the statute, are wholly omitted. We may here observe, that a few pages might with profit have been bestowed in pointing out instances where witnesses, though no longer competent on the ground of the admissibility of the verdict, might still be held so, as interested in the event of the suit."

Every reader of the first sentence of the above extract must infer, that Mr. Starkie has cited the overruled Nisi Prius cases, and has omitted *Yeomans v. Legh*. The reviewer does not dare to say so, though he is not ashamed to insinuate it, with the book open before him, at the very page where they are cited as overruled by that case; but, lest this ingenious fraud should be too easily detected, the reader is referred to p. 196 of Mr. Starkie's work, nearly 100 pages beyond the passage actually intended. Two of the five cases charged to have been omitted, are to be found in the work; and we may here observe, that nine other cases, the omission of which is charged in another part of the review, are all to be found in Mr. Starkie's book, in the proper places, namely, *Duckworth v. Harrison*, *Boys v. Ancell*, *Sainsbury v. Matthews*, *Lawson v. Langley*, *Wagstaffe v. Sharpe*, *Willis v. Langridge*, *Abercrombie v. Hickman*, *Nowell v. Davies*, and *Baynton v. Cattle*. But, as to these charges of omissions, it is obvious enough, that a writer cannot be expected to cite every case that the reporters have chosen to record, even upon those subjects which fall directly and distinctly within the scope of the work, much less upon those collateral subjects which he does not profess to treat fully. A legal position is not rendered more correct or more useful by citing twenty cases than by citing one. If any one would see how disagreeable and inconvenient a text book may be made by such superabundant citation, let him turn to Mr. Ram's learned Treatise on Assets, a work of great merit, but much disfigured by this fault. It is the part of a text-writer to select leading cases from the mass of self-evident and identical decisions with which the recent abuses of reporters have burthened the profession. The accumulation is already so enormous, that no treatise, unless its bulk were as unlimited as that of Viner's Abridgment, could contain them all. We have no doubt that all the cases of any importance, which were not published when Mr. Starkie's book was going through the press, or which escaped his notice, will be included in the Appendix, which, as there must be such an impediment, may as well be large as small. The reviewer could not, in the face of the notice in the first volume, and of the Appendix of 226 pages to the former edition, be ignorant that this was intended. To return to the subject of competency: the few pages which the reviewer desiderates to point out when witnesses may still be held incompetent, as interested in the event of the suit, are those very pages which he has already misrepresented. The author having first explained and classified the cases where witnesses were incompetent before the statute, and then stated the cases in which the statute removes the incompetency, has necessarily shewn in what cases it remains.

The next, and the only charge of all which would be of any consequence, even if all were true, is, that the New Rules of Pleading, limiting the effect of the general issue, and circumscribing the species of evidence that may be proved under it, are passed over almost without comment. Will any one believe that Mr. Starkie has been guilty of such gross neglect? The passage, italics and notes of admiration included, runs thus: "Great was our surprise and disappointment, when, on looking to the head 'Rules of Court,' vol. 3, p. 979, we found the New Rules of Pleading copied out verbatim, and just three cases, from the 9th vol. of Messrs. Carrington & Payne's Reports, explanatory of their



operation!" The reviewer has here contrived to be guilty of something still more mean and disgraceful than a direct falsehood, and yet the letter of the truth is not infringed. The title "Rules of Court" contains no more than the reviewer describes it to contain, and it would have been a gross violation of method, as he well knows, if it had contained more. Mr. Starkie has, of course, discussed the rules in detail, with reference to numerous authorities, under the several heads of Assumpsit, Case, Covenant, Debt, Detinue, Negligence, &c.; and it is impossible to look at those heads, without seeing that he has done so. The head, "Rules of Court," was obviously only created in order to collect the rules together for the purposes of reference.

The reviewer then takes up the subject of Variances, and, alluding to the enactment of the 23rd section of the stat. 3 & 4 Will. 4, c. 42, relating to amendment of immaterial variances, says, that Mr. Starkie "contents himself with referring, in something less than two pages of notes, to a few cases on the statute, the latest of which was decided more than five years back. All of these too, almost without exception, are to be found, and in the same order as they are taken by Mr. Starkie, in the last edition of Mr. Phillipp's Treatise, published in 1838." An impudent insinuation that Mr. Starkie has pilfered the matter for his new edition from Mr. Phillipp's work. The "few" cases cited in the note referred to, and the order in which they are cited are as follows: "*Hanbury v. Ella, Parry v. Fairhurst, Doe v. Errington, Pullen v. Seymour, John v. Currie, Watkins v. Morgan, Cooper v. Whitechurch, Adams v. Power, Hemming v. Parry, Mash v. Denham, Ivey v. Young, Parry v. Fairhurst, Doe v. Edwards, Howell v. Thomas, Hill v. Street, Frankum v. Earl of Falmouth, Guest v. Elwes, Jenkins v. Treloar, Lejeune v. Dennett, and Sheers v. Philp.*" The cases cited in Mr. Phillipp's work, are the following, and in the following order:—*Jenkins v. Treloar, Hanbury v. Ella, Parry v. Fairhurst, Doe v. Edwards, Hemming v. Parry, Mash v. Denham, Howell v. Thomas, Ivey v. Young, Doe v. Errington, John v. Currie, Adams v. Power, Cooper v. Whitehouse, Watkins v. Morgan, Hill v. Street, Frankum v. Earl of Falmouth, and Guest v. Elwes.* Certainly a most remarkable identity of citation and arrangement!

Mr. Starkie is next arraigned for not having stated all the decisions upon the recent Statute of Limitations which are to be found in the Indexes. Considering that the majority of them have not the slightest connexion with the subject of evidence, we should have been rather surprised to have met with them in Mr. Starkie's book. In the same spirit it is elsewhere lamented, that the whole of Burn's Justice is not to be found under such titles as Bastardy, Affiliation, &c.

In treating of Prescription, Mr. Starkie has committed three capital felonies, of none of which shall we attempt to acquit him, but rather shall confess ourselves accomplices after the fact in the second of them. First, he has treasonably allowed the words "less objectionable" to be printed instead of "unobjectionable;" secondly, he atheistically opines, that the recent statute has not superseded the occasional necessity or convenience of pleading a non-existing grant or a prescriptive right; and thirdly, he has, of malice aforethought, cited Mr. Baron Parke's admirable and valuable judgment in *Bright v. Walker*, well knowing that the learned judge has therein alluded with approbation to what Mr. Starkie said in a former edition of his treatise. Fie, Mr. Starkie!

In the next place, and to conclude, for we are weary of this stuff, Mr. Starkie has not brought in the criminal statutes of July, 1837. Again we say, we should have been surprised to meet with them in a digest of *proofs*. They have varied the punishment of several offences, but the proofs requisite for convicting parties charged with them remain as before. However, in con-

nexion with these statutes, it appears that Mr. Starkie has committed an oversight in not altering his definition of burglary—the time within which that offence may be committed being no longer regulated by the amount of daylight, but being an invariable period of nine hours, viz. from nine in the evening to six in the morning.

These are all of the "graver charges," from which the character of the second division of the critique, which is devoted to "minor" errors and faults of style, may be divined. We may spare our readers any further comment—the imputations upon Mr. Starkie's character have been sufficiently refuted; as to that of the critic, we fear, if we do not mistake the pen, that it is past the reach of advice or censure—*Cantabie vacuus coram latrone viator.* S.

## Imperial Parliament.

### HOUSE OF LORDS.

Monday, Feb. 28.

Lord Brougham laid on the table a Bill for the Establishment of Local Courts, which he stated to be similar to the one introduced by him eight or nine years ago. His Lordship was aware, that the late Lord Chancellor had expressed an intention of bringing in a Bill for the Establishment of County Courts; but that Bill would fall short of what he (Lord Brougham) proposed to effect. For example, his noble and learned friend proposed to extend the jurisdiction of County Courts, in matters of debt, from cases of 40s. to 20l.; and they were also to be made available for purposes of bankruptcy and insolvency cases. His (Lord Brougham's) bill would also give to the Local County Courts jurisdiction in all matters of debt of 20l.; but he would go beyond that, and give them power to try all actions of tort, or assault and battery, of libel, and of seduction; of fraudulent bankruptcy cases; and, in fact, of all personal actions, provided the damages sought to be recovered did not exceed 50l. There was another, and most important part of the measure, which he would retain, namely, that the Judges of the County Courts should have a voluntary jurisdiction in actions to any amount, where consent of both parties was given in writing. Those parties who consented might have justice administered in actions to any amount at, he might say, their own door. There was a part of the former bill which he would also propose to retain. He meant the clause of reconciliation, which had been productive of so much advantage in preventing litigation wherever it had been tried. He might mention, that, in one country, not that in which it had been first applied, but one in which it had worked exceedingly well, the kingdom of Denmark, its effects had been so salutary, that, out of 31,000 causes entered for hearing, 21,000 had been settled by this clause of reconciliation, thus saving the parties a great deal of tedious litigation, and a vast amount of expense. This clause he would retain in his present bill; and, in fact, he did not propose to make any material alteration, save in the 19th section, which related to Courts of Request. His Lordship added, that the bill had the approbation of the Commissioners of Legal Inquiry.

The Lord Chancellor said, that it was his intention to lay on the table, in a few days, a Bill having the same object as that of his noble and learned friend. There would be, then, three Bills on the same subject before the House, including that of Lord Cottenham.

Lord Campbell hoped, that, before the present session closed, some measure would be passed for establishing improved Local Courts. This was the only country in Europe that was without such Courts. It was true there were County Courts, but they had fallen into desuetude.

Tuesday, March 1.

Lord Campbell said he had prepared three Bills for the consideration of their Lordships, and he would then state briefly their nature and object; reserving to himself to enter more into detail respecting them, at a future period. His objects were: firstly, to improve the administration of justice in that House as a Court of Appeal, in the last resort; secondly, to alter the present system of appeal to the Judicial Committee of the Privy Council; and, thirdly, to reform the administration of justice in the Court of Chancery.

His Lordship's objections to the present system in these respects were, that there were two Courts of Appeal of co-ordinate jurisdiction. By the present constitution of the Judicial Committee of the Privy Council, appeals from the Admiralty Courts, some of the Ecclesiastical Courts, and the Courts in the colonies, went to that tribunal; while appeals from the Court of Chancery and the Courts of Law went to the House of Lords. In certain cases a suit might take his appeal either to the House of Lords, or to the Judicial Committee of the Privy Council; and it might sometimes happen, that a question of law, arising in one Court of Appeal, might be sent for trial to a Court below, and have an appeal from that decision to the other Court of Appeal. Another advantage in having a single Court of Appeal would be, the securing an able and efficient bar, and, as a result, a diminution of costs to suitors. On balancing the various considerations, he was of opinion, that the Court of Appeal should be the House of Lords; which had the advantage of being able to command the attendance of the judges, which the Judicial Committee of the Privy Council had not. He proposed, therefore, to transfer to the House of Lords all appeals from the Consistory Court, the Court of Admiralty, and the Colonial Courts, and also all appeals in *Lancry*. To meet this increase of judicial business, his Lordship proposed that the Crown should have the power of summoning the House of Lords to sit in the recess of Parliament for judicial business only. He proposed that the Lord Chancellor should preside in that House, as the supreme judge of appeal. But then it would be requisite to meet this new arrangement by an improvement in the Court of Chancery. He proposed, therefore, to have a permanent Chief Judge in Equity. The presiding Judge in Equity should be selected from some of those judges already sitting as Vice-Chancellors; and to him an appeal should lie, as before, to the Lord Chancellor; and from his decision an appeal would go to the House of Lords. This, he thought, would be a great improvement, as an appeal from the Lord Chancellor at Lincoln's Inn to the Lord Chancellor in the House of Lords was a mockery. His Lordship, after discussing the objections to his plan, then briefly re-stated, that his first bill would be for removing to the House of Lords the appeals now sent to the Judicial Committee of the Privy Council; his second, to enable her Majesty to summon the House of Lords to transact judicial business during a prorogation; and the third, to appoint a permanent presiding judge in the Court of Chancery; and he thought it important that he should be one of the four now sitting in the Equity Courts.

The Lord Chancellor observed, that, as his noble and learned friend had not been kind enough to communicate the contents of his Bills to him, he was unable to follow his noble and learned friend into any details, and must confine himself to some general observations. With regard to the Court of Chancery, his Lordship said, that the bill of his noble and learned friend, (Lord Cottenham), which had lately come into operation, had been attended by those results which he had felt confident would flow from it. In November last, when the bill came into operation, there were upwards of 500 causes waiting for hearing, and that state of things had continued for a considerable period. Since November 230 new causes had been set down, making, in all, 730 causes in arrear for trial. Now, including the new causes as well as the old ones, there were only 126 causes in arrear. The increase of business, as had been anticipated, was very considerable; it was no less than thirty per cent., exclusive of those causes that were not yet ripe for hearing. The main question, however, was the appeals. At the present moment, there were not more than twenty-four appeals; and he was satisfied, that when the business fell regularly into its ordinary channels, there would not be more than fifteen or twenty appeals each year. As to the objection, that an appeal from the Chancellor to the Chancellor was unwise, that objection, he apprehended, was founded on inattention to the weight and importance of the judicial character; he (the Lord Chancellor) would undertake to say, that, when a cause came before a judge, either on rehearing or appeal, he would look with even more caution to the considerations which had influenced his previous judgment, than if it had been the judgment of another. But, besides this, the Lord Chancellor did not sit on appeals alone; he had the aid of other noble and learned Lords, and the decisions come to were not the decisions of the Lord Chancellor, but had the benefit of the most careful consideration by the other noble and learned Lords. With regard to the Judicial Committee of the Privy Council, they were called upon to abolish it, though it was only a few years since

they had thought fit to extend and consolidate it. The constitution of that tribunal was admirably fitted to deal with the questions brought before it—questions embracing a vast variety of Foreign Law, European and Oriental; there were the judges of England to advise on English Law; the Equity judges for questions of Equity; there were the judges of the Ecclesiastical Courts to decide on matters arising out of the Ecclesiastical Law; and judges of the Colonial Courts who were able to give advice on Oriental Law. There was not the alleged difficulty of bringing this tribunal together. But the strongest argument against the alterations proposed by his noble and learned friend was, that the Judicial Committee, as at present constituted, had given unmixed satisfaction. There was now scarcely any arrear. There were only seven or eight appeals standing for hearing; and there would not have been even that arrear, but for certain Indian appeals which had stood over, because no one appeared to prosecute them. With regard to the appellate jurisdiction of that House, there never was a period when there was less necessity for interfering with it, as there were no less than four learned Lords who had filled the highest judicial station, who every day devoted their attention to appeals; and he hoped that the House would not now either surrender their jurisdiction, or suffer those alterations in it, which would ultimately draw danger upon it, or expose it to loss that respect and reverence which some persons were desirous of undermining.

Lord Cottenham approved the principle of his noble and learned friend's measure, so far as regarded the necessity of a permanent head in the Court of Chancery and in the Judicial Committee of the Privy Council, an object which he (Lord Cottenham) had always had in view. But his Lordship thought it an unfortunate time to make such a proposition, when an Act had recently passed for making an alteration in the establishment of the Court of Chancery, in order to dispose of the arrears; and that experiment had not yet been fully tried. He thought, that, whilst the experiment was going on, it would not be wise to interfere with it, and to undo in February what had been done in September.

Lord Brougham thought, that many of the objections of his noble and learned friend (Lord Campbell) were unavoidable, and founded on the necessary state of things in an appellate jurisdiction, and the difficulty of obtaining a sufficient number of Judges well qualified to deal with the questions. He thought it a good ground of objection to such a Court as that proposed by his noble and learned friend, that the Judges would sit as Judges of appeal only. A due admixture of Judges, not confined to the exercise of appellate functions, but who were, on the contrary, acquainted with the practical business of the subordinate Courts, was desirable. As to the want of an efficient head to the Judicial Committee of the Privy Council, that, it was true, was an evil to some extent, but it was more apparent than real, and did not lead to so many practical inconveniences as might be supposed. Each of the Judges of the Court took a cause in succession, a practice which was found to be attended with beneficial results. Then, as to the want of an efficient bar, that was an evil which no change in the appellate jurisdiction could remove; for, to the extent to which it existed, his Lordship shewed, that it depended on the great variety of cases brought before the Court on appeal. The same bar would not attend on appeals from Scotland that would attend on appeals from the Court of Chancery, or from the Ecclesiastical or Foreign Courts. He should wish to see the measures on the table before he made up his mind; but, as at present advised, he thought that some of the evils, which his noble and learned friend had adverted to, existed rather in theory than in practice; and others, he believed, were quite inevitable.

Lord Campbell shortly replied; and the Bills were laid on the table.

#### HOUSE OF COMMONS.

Monday, Feb. 28.

DISSENTERS' MARRIAGES' (IRELAND) BILL.—On the order of the day for the commitment of this Bill being read, the House went into Committee. After a short discussion of some of the clauses, the Bill was agreed to. The House resumed, and the report was ordered to be brought up on Tuesday (1st March).

Thursday, March 3.

Lord Mahon moved for and obtained leave to bring in a Bill to amend the Law relating to Copyright. The present mea-

sure would, in many respects, be the same as the Bill brought in in the last Session of Parliament. It would differ, however, in this: that it proposed to make the term twenty-five years after the death of the author, instead of sixty; and he proposed to give the Privy Council a power of interference to prevent the suppression of a useful work by the friends of a deceased author.

### London Gazette.

TUESDAY, MARCH 1.

#### DECLARATIONS OF INSOLVENCY.

JOHN ALFRED WOOD, Bromsgrove, Worcestershire, chemist and druggist.

JOSEPH BARLOW, Lichfield, ironmonger and cutler.

HENRY ROBERT MARCUS, Liverpool, tobaccoist.

#### BANKRUPTS.

WILLIAM THOMPSON, Princes-street, Spitalfields, hat-manufacturer, March 10 at half-past 12, and April 12 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sols. Crowder & Maynard, Mansion-house-place.—Fiat dated Feb. 24.

EDWARD GREEN, Clifford-street, Bond-street, tailor, March 11 at 11, and April 12 at 12, Court of Bankruptcy: Off. Ass. Alsager; Sol. Bromley, South-square, Gray's Inn.—Fiat dated Feb. 25.

EDWARD BAILEY, Mount-street, Grosvenor-square, upholsterer and cabinet-maker, March 11 and April 12 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sols. Bailey & Co., 5, Berners-street.—Fiat dated Feb. 26.

GEORGE POULTON TIMBRELL, Philip-lane, Addle-street, and Milton-mills, Stourport, Worcestershire, worsted spinner, March 9 at 1, and April 12 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sols. Bunting, Manchester; Reed & Shaw, 2, Friday-street, Cheapside.—Fiat dated Feb. 25.

WILLIAM RUPERT PIGGOTT, Goldsmith-street, Wood-street, carpet warehouseman, March 8 at half-past 2, and April 12 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Nias, Copthall-court, Throgmorton-street.—Fiat dated Feb. 25.

JOHN HUTTON, Fenchurch-street, and Myddleton-square, Clerkenwell, merchant, March 11 at half-past 1, and April 12 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Sharpe & Co., 41, Bedford-row.—Fiat dated Feb. 22.

JOHN CRIGHTON, sen., Manchester, machine-maker, March 16 and April 12 at 11, Commissioners'-rooms, Manchester: Sols. Hadfield, Manchester; Johnson & Co., 7, King's Bench-walk, Temple.—Fiat dated Jan. 31.

THOMAS MASON, Stowford-mills, Harford, Devonshire, miller, March 12 and April 12 at 11, Royal Hotel, Plymouth: Sols. Lockyer & Bulteel, Plymouth; Surr, 80, Lombard-street.—Fiat dated Feb. 22.

JOHN BROWN, Sheffield, Yorkshire, merchant and factor, March 19 at 12, and April 12 at 1, Town-hall, Sheffield: Sols. Rodgers, Sheffield; Rodgers, 37, King-st., Cheapside.—Fiat dated Nov. 20, 1841.

SPENCER ROGERS, Dale-hall, near Burslem, Staffordshire, earthenware manufacturer, March 16 at 12, Swan Inn, Stafford, and April 12 at 1, Sheet Anchor Inn, Whitmore, Staffordshire: Sols. Slater & Heelis, Manchester; Milne & Co., Harcourt-bdgs., Temple.—Fiat dated Feb. 12.

#### MEETINGS.

*Jas. Kirkpatrick*, Newport, Isle of Wight, banker, March 3 at 11, Guildhall, Newport, pr. d. and ch. ass.—*Peter Williams* and *Chas. Motttram*, Wood-st., Manchester warehousemen, March 23 at 12, Court of Bankruptcy, last ex. and aud. ac.—*George B. Bishop* and *Frances Hildyard*, Southampton, drapers, March 4 at 11, Court of Bankruptcy, last ex.—*Samuel Moore*, King William-street, London-bridge, woollen draper, March 4 at 12, Court of Bankruptcy, last ex.—*Geo. Henley*, Savoy-st., Strand, auctioneer, March 11 at half-past 11, Court of Bankruptcy, last ex.—*Richd. Halford*, *William Henry Baldock*, and *O. Snowden*, Canterbury, bankers, April 5 at 11, Guildhall, Canterbury, last ex.—*Humphrey Tugwell*, Whitehalls Farm, Holbury and Langley, Fawley, Southampton, cattle-dealer, March 7 at 2, Star Hotel, Southampton, last ex.—*W. Hornmell*, Dover, Kent, carpenter, March 26 at 1, Shakspeare Hotel, Dover, last ex.—*Thos. Farris*, East-street, Manchester-sq., baker, March 24 at 12, Court of Bankruptcy,

and ac.—*John Bosser*, Milton-st., Dorset-sq., and Preston-lodge, Lark-hall-lane, Clapham, timber merchant, March 23 at 12, Court of Bankruptcy, and ac.—*Jos. Spencer*, Lamb's-conduit-street, Foundling-hospital, chymist, March 23 at 12, Court of Bankruptcy, and ac.—*Richd. Davies* and *Ebworthi Tapson*, Pillgwenly, Newport, Monmouthshire, ship brokers, April 1 at 1, King's Head Hotel, Newport, and ac.—*Richard Davies*, Pillgwenly, Newport, Monmouthshire, commission merchant, April 1 at 11, King's Head Hotel, Newport, and ac.—*J. Twisse*, Manchester, power loom cloth manufacturer, March 29 at 10, Commissioners'-rooms, Manchester, and ac.—*Anne Casacuberta*, Manchester, merchant, March 24 at 11, Commissioners'-rooms, Manchester, and ac.—*Jos. Channing Gummer*, Hart-street, Mark-lane, wine merchant, March 15 at 1, Court of Bankruptcy, div.—*E. Whitmore*, *John Wells*, *John Wells*, jun., and *Fred. Whitmore*, Lombard-st., bankers, March 24 at 11, Court of Bankruptcy, div.—*Ebenezer Bayly*, Exeter, straw bonnet dealer, March 24 at 1, Court of Bankruptcy, div.—*Thos. Winterbourn*, London Hotel, Albemarle-st., Piccadilly, hotel and tavern keeper, March 23 at 11, Court of Bankruptcy, div.—*Wm. Gilburd*, Brighton, wine merchant, March 26 at 12, Town-hall, Brighton, and ac. and fin. div.—*Dev. Little* and *Dev. Chalmers*, Great Yarmouth and Norwich, Norfolk, drapers, March 26 at 11, Crown and Anchor Tavern, Great Yarmouth, and ac.; at 12, fin. div.—*Edw. Smith* and *D. Chalmers*, Great Yarmouth, Norfolk, linen drapers, March 24 at 11, Crown and Anchor Tavern, Great Yarmouth, and ac.; at 12, fin. div.—*Dev. W. Morris*, Tredegar Iron Works, Monmouthshire, draper, March 24 at 12 and 1, Prothero & Towgood's, Newport, and ac. and div.—*Wm. Spence*, Dewsbury, Yorkshire, grocer, March 26 at 3, Commissioners'-rooms, Leeds, and ac.; at 4, fin. div.—*Mary Clayton*, widow, and *Hen. Clayton*, East Retford, Nottinghamshire, drapers, March 23 at 10, George Hotel, Huddersfield, and ac.; at 11, first and fin. div.—*Dav. Edwards*, Pembroke, miller, March 24 at 11, Dragon Inn, Pembroke, and ac.; at 12, div.—*J. W. Green*, Dartmouth, Devonshire, ship builder, March 28 at 12, Royal Hotel, Plymouth, and ac.; at 1, div.—*James Wilson*, Leeds, timber merchant, April 15 at 2, Commissioners'-rooms, Leeds, and ac.; at 3, fin. div.—*Christ. Webster*, sen., Hulme, Manchester, banker, April 21 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, and ac.—*W. Williams*, Bridge, Kent, brewer, March 28 at 2, Guildhall, Canterbury, and ac.; at 3, fin. div.—*Halford Nicholson*, Canterbury, and *Thos. Baylis*, Whitstable, Kent, coal merchants, March 28 at 2, Guildhall, Canterbury, and ac.; at 3, div. sep. est. of *H. Nicholson*.—*Thos. Atkinson*, Lancaster, druggist, March 26 at 11, King's Arms Inn, Lancaster, and ac.; at 12, div.

#### CERTIFICATES TO BE ALLOWED

Unless Cause shown to the contrary, on or before March 22.

*Alex. Thomas Harwood*, Streatham, Surrey, lodging-house keeper.—*Wm. Wilson* and *Jos. Wilson*, Boston, Lincolnshire, linen drapers.—*Aug. Fred. Hemming*, Chiswell-st., Finsbury, elastic surgical instrument maker.—*Pet. P. Thoms*, Warwick-square, printer.—*Dev. Stevenson*, sen., Compton-st., Brunswick-sq., patent safety paper maker and wholesale stationer.—*Hen. Brownrigg*, Liverpool, coal merchant.—*James Topley*, Greenwich, Kent, grocer.—*W. Amos*, Walbrook, sponge and India rubber manufacturer.—*Jarvis Rainey*, Spalding, Lincolnshire, innkeeper.—*Edw. Evans*, Birmingham, painter.—*R. Roberts*, Gower-street, North, St. Pancras, wine merchant.

#### PARTNERSHIP DISSOLVED.

*Nath. Atherton*, *Ebenezer Thos. Clarkson*, and *Edwin E. Whitaker*, Calne, Wiltshire, solicitors and attorneys at law.

#### SCOTCH SEQUESTRATIONS.

*John Weir*, Glasgow, tea dealer.—*A. Cameron*, Johnstone, cotton spinner.—*Graham Anderson*, Dundee, merchant.—*R. Inglis*, Wishawtown, grocer.—*A. Meiklejohn Soealer*, Edinburgh, merchant.

#### INSOLVENT DEBTORS.

Saturday, February 26, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Jane Rossiter*, Salt-hill, Buckinghamshire, assistant to an innkeeper, No. 58,015 C.; *Joseph Hathaway*, assignee.—*R. Furness*, Stannington, Ecclesfield, Yorkshire, farmer, No. 58,413 C.; *Chas. Marsden* and *Robt. Gascoigne*, assignees.—*Nath. Treasure*, Reading, Berkshire, dealer in boots and shoes, No. 58,466 C.; *David Brandon*, assignee.—*E. B. Templeton*,

Great Russell-st., Bloomsbury, gentleman, No. 52,470 T.; J. Elliott and Geo. Rogard, assignees.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, March 22 at 9.

*Edw. Ellison*, Maddox-st., Regent-st., teacher of music.—*Edw. Bryant*, Melbourne-place, St. John's Wood-road, surgeon.—*Thos. Baker*, Tiverton-st., Newington-causway, tallow chandler.—*Wm. Lukyn*, sen., South-crescent, Bedford-sq., Tottenham-court-road, dentist.—*Henry Evans*, Albany-road, Camberwell, Surrey, drysalter.—*Bernhardy Demetrius*, Princes-buildings, White Hart-st., Kennington, Surrey, commission-agent for the sale of cigars.—*Robt. Clark*, Jermyn-st., St. James's, dentist.—*Sarah Thompson*, Inner Cushion-court, Old Broad-st., spinster.—*Henry Plashman*, Pleasant-row, King's-cross, soda water manufacturer.—*C. Hewlings*, Union-st., Christchurch, Spitalfields, ballist.

Court-house, BATH, (City), March 21 at 10.

*Thomas Lewis*, Bath, dairyman.—*Rich. Hals*, sen., Bath, butcher.—*Joseph Claxton*, Bath, livery-stable-keeper.—*Geo. Cress*, Tiverton, retailer of beer.—*John Mott*, Bath, retailer of beer.—*John Skeefe*, Bath, baker.—*George Spicer*, Bath, milkman.—*Moses Braine*, Bristol, cork cutter.—*Wm. Cole*, Bath, out of business.—*George Smallcombe*, Bath, cordwainer.—*G. Smith*, Bath, manufacturer of ginger beer.—*Wm. Wiltshire*, Colerne, Wiltshire, dealer in hay.—*Guy Wescott*, Bath, shoemaker.

Court-house, GREAT YARMOUTH, Norfolk, March 19 at 10.

*Wm. Smith*, Great Yarmouth, grocer.—*James Francis*, Great Yarmouth, grocer.

Court-house, NORWICH, (County), March 21 at 10.

*Harry P. Crane*, Great Yarmouth, cabinet-maker.—*Wm. Dawson*, Wells next the Sea, comptroller.—*Geo. Lansdell*, Wisfarthing, butcher.—*Wm. Ward*, Weasenham, St. Peter, out of business.—*J. S. Pollett*, Ludham, out of business.—*John Morfin*, North Walshaw, shoemaker.—*W. B. Smith*, Great Yarmouth, gentleman.—*Wm. George Gardner*, Great Yarmouth, rope-maker.—*Wm. Fox*, Hevingham, hawker.—*Geo. Barnaby*, Great Yarmouth, twine-spinner.—*G. Curme*, Great Yarmouth, eating-house keeper.—*John Durrant*, Snettisham, tailor.—*John Hunt*, Yarmouth, out of business.

Court-house, NORWICH, (City), March 21 at 10.

*Joseph Scotter*, Norwich, cabinet-maker.—*James Vassar*, Norwich, out of business.—*John Dunn*, Heligham, Norwich, baker.—*Thos. Wm. Brady*, Norwich, out of business.—*Geo. Lee*, Norwich, cabinet-maker.—*S. Legood*, Norwich, ostler.—*Hen. Fiddy*, Horsford, Norfolk, cattle-dealer.—*J. Lacey*, Norwich, plasterer.—*Geo. Tooke*, Norwich, publican.—*John Crisp*, Norwich, surveyor's clerk.—*Henry Butler*, Norwich, tailor.—*James Creeke*, Norwich, haberdasher.—*Geo. Jarvis*, Norwich, publican.—*John Dever*, Norwich, silk-weaver.—*C. Hall*, Norwich, butcher.—*John Jary*, Norwich, out of business.—*Wm. D. Johnson*, Norwich, medical student.—*John Grim*, Norwich, shoemaker.—*Charles Kitton*, Stoke, Holy Cross, near Norwich, shoemaker.—*Jeremiah Gridley Yallop*, Norwich, cabinet-maker.

Court-house, CHESTER, (County), March 21 at 10.

*Richd. Lloyd*, Dukensfield, near Staley-bridge, grocer.—*R. Seal*, Staley-bridge, grocer.—*Wm. Oldham*, Dukensfield, carpenter.—*Geo. Muir*, Seacombe, builder.—*Wm. Nowell*, Chester, Stockport, out of business.—*Jas. Alkinson*, Stockport, power-loom-weaver.—*Jos. Hills*, Woodside, North Birkenhead, painter.—*Emmanuel Wilde*, Gee Cross, near Hyde, out of business.—*Wm. Wisby*, Hartford, clerk or agent to the Grand Junction Railway Company.—*Benj. Boulton*, Bellevue, Woodside, near Birkenhead, out of business.—*George Dodd*, Oxton, near Birkenhead, licensed victualler.—*Wm. Hatch*, Egremond, out of business.—*Wm. Henshall*, jun., Stockport, dealer in bread.—*Thos. Moss*, Eaton, near Congleton, farmer's labourer.—*Jos. Leigh*, Romilly, near Stockport, labourer.—*Wm. Wareham*, Stockport, pensioner in the horse-artillery.—*Ed. Darlington*, Stockport, out of business.—*Thomas Hill Willett*, Great Budworth, near Northwich, assistant to a surgeon.—*Joseph Laws*, jun., Heaton Norris, Lancashire, near Stockport, out of business.—*Thomas Hall*, Winsford, out of business.—*Saml. Rowethorn*, Godley, near Hyde, assistant to a grocer.—*John Gould Brown*, Chester, out of business.—*The Rev. Wm. Henry Thier*, Cheddle-heat, near Stockport, clerk.—*Richd. Brin*, Dukensfield, out of business.—*Wm. Jenkins*, Abridgeham, brick-maker.—*James Sharp*, Birkenhead, book-keeper to a painter.—*Jos. Barton*, Newton, near Mid-

dlewich, shoemaker.—*Thos. Booth*, Stockport, tailor.—*Thos. Wilkinson*, Stockport, out of business.—*Wm. H. Mackenzie*, Birkenhead, out of business.—*Henry Buckmaster*, Egremond, dealer in mahogany.—*Saml. Worthen*, Poole-lane, near Audlem, out of business.—*William Ball*, Congleton, provision-dealer.—*Thos. Webb*, Staley-bridge, retail dealer in ale.

Court-house, CHESTER, (City), March 21 at 10.

*Samuel Mills*, Chester, shoemaker.—*Mary Mayle*, Chester, out of business.

Court-house, EXETER, Devonshire, March 24 at 10.

*J. H. Woodcott*, Topsham, blacksmith.—*C. P. Carlys*, Tavistock, land surveyor.—*John Worth*, Plymouth, farmer.—*J. Marshall*, Plymouth, cabinet maker.—*Miles Metcalfe*, Plymouth, linen draper.—*W. H. Brunt*, Brixham, cabinet maker.—*Edw. Street*, Cornworthy, and Totness, innkeeper.—*Robt. Tremlett*, Kanton, farmer.—*Thos. Luckie*, Hantabam, out of business.—*John Vooght*, East Budleigh, labourer.—*N. H. Beazley*, Newton Abbott, out of business.—*W. H. Maunder*, Hockworthy, out of business.—*Wm. Rosotti*, Kingsbrompton, Somersetshire, grocer.—*John Sanders*, Pinhoe, dealer in oats.—*Chas. Salter*, Willand, near Cullampton, out of business.—*Eliz. Vivian*, Plymouth, out of business.—*Wm. Rowe*, Totness, out of business.—*Wm. Phillips*, Stoke Damarel, tea-dealer.—*C. L. Hayercroft*, Kelmington, tea dealer.—*Wm. Berrett*, Sidmouth, out of business.—*Edw. Squire*, Axminster, tailor.—*John Martin*, Devonport, tailor.—*John Cowd*, Budleigh Salberton, East Budleigh, builder.—*Saml. Harris*, Plymouth, out of business.—*John King*, Barnstaple, out of business.—*John Stephens*, Tavistock, baker.—*Robt. Reed*, Ottery St. Mary, farrier.—*J. Brown*, Dartmouth, cabinet maker.—*J. P. Kent*, Jump in Tamerton, Pollett, coal dealer.—*Wm. Underhill*, Totnes, out of business.—*Thos. Glasville*, King's Tamerton, shoemaker.—*Wm. Julson*, Bampton, grocer.—*A. H. Ash*, Dartmouth, baker.—*Hugh Shipley*, Barnstaple, mariner.—*James Kennard*, Devonport, dealer in malt.—*Richard Oldrey*, Ashburton, out of business.—*Wm. Watson*, Torquay, Tormoham, painter.—*Wm. Coombe*, Totnes, baker.

Court-house, EXETER, (City), March 24 at 10.

*John Rokstone*, St. Thomas the Apostle, licensed to let a horse.—*Richard Hodge*, Exeter, joiner.—*Jos. L. Ballman*, Exeter, shoemaker.—*John Bradford*, Exeter, butcher.—*E. Channon*, Exeter, joiner.

Court-house, WELLS, Somersetshire, March 22 at 10.

*Henry Rippon*, Bridgewater, baker.—*H. Bradford*, Bridgewater, labourer.—*J. Garrett*, Henstridge Ash, out of business.—*Wm. Wring*, Wiveliscombe, cabinet maker.—*Thos. Sprod*, jun., Congresbury, baker.

Court-house, MOLD, Flintshire, March 23 at 10.

*Eben. Thomas*, Wace, Inceiogin, farmer's bailiff.—*Richard Jones*, Pantre Mills, miller.—*H. Roberts*, Mertyn, Whitford, joiner.

Court-house, RUTHIN, Denbighshire, March 24 at 10.

*Richd. Roberts*, Wrexham, maltster.—*M. A. Griffiths*, Cefn Mawr, near Ruabon, spinster.—*Thos. Griffiths*, Cefn Mawr, near Ruabon, butcher.—*Dorothy Owens*, Llanyfdd, widow.—*Jos. Sandland*, Wrexham, labourer.

FRIDAY, MARCH 5.

DECLARATIONS OF INSOLVENCY.

SAMUEL JACKSON and THOMAS FREDERICK JACKSON, Bermondsey, Surrey, woolstaplers.

THOMAS WORTH, Market Harboro', Leicestershire, victualler.

JOHN WATSON, Manchester, muslin manufacturer.

BANKRUPTS.

GARDNER BOGGS, WILLIAM TAYLOR, and WILLIAM SHAND, jun., Great Winchester-st., merchants, March 15 and April 15 at 11, Court of Bankruptcy: Off. ass. Pennell; Sol. Simpson & Cobb, Austin-frasers.—Flat dated March 2.

SAMUEL FOX STEPHENS, Old Broad-street, bill broker, March 11 at half-past 11, and April 15 at 12, Court of Bankruptcy: Off. ass. Belcher; Sol. Cox, Pinner's-hall, Old Broad-street.—Flat dated Feb. 25.

WILLIAM NATHAN HUNT, Watling-st., stationer, March 14 at 2, and April 15 at 11, Court of Bankruptcy: Off. ass. Graham; Sol. Wollers, 30, Bucklersbury.—Flat dated March 2.

**RICHARD WALROND FORGE**, Billingsgate, fish salesman, March 11 at 1, and April 15 at 11, Court of Bankruptcy: Off. ass. Johnson; Sol. Cox, Size-lane.—Fiat dated March 3.

**JAMES NIXON**, Great Portland-st., Oxford-st., upholsterer and cabinet maker, March 19 at 12, and April 15 at 11, Court of Bankruptcy: Off. ass. Edwards; Sol. Tate, 10, Basinghall-street.—Fiat dated March 3.

**JOHN WRIGHT**, Birmingham, cabinet maker and upholsterer, March 18 at 2, and April 15 at 12, Waterloo-rooms, Birmingham: Sol. Whitehouse, 8, Chancery-lane.—Fiat dated Feb. 28.

**JOHN CRITCHLEY**, Liverpool, bricklayer and builder, March 17 and April 15 at 2, Clarendon-rooms, Liverpool: Sols. Banner, Liverpool; Sharpe & Co., 41, Bedford-row.—Fiat dated Feb. 28.

**CHARLES HENRY WEBB**, Fore-bridge, Staffordshire, corn dealer, March 16 at 1, and April 15 at 12, Swan Inn, Stafford: Sols. Hiern & Ward, Stafford; Clowes & Wedlake, 10, King's-bench-walk, Temple.—Fiat dated Feb. 22.

**JOHN MATSON RIGDEN**, Wingham, Kent, maltster, March 22 and April 15 at 12, Guildhall, Canterbury: Sols. Curteis & Kingsford, Canterbury; Egan & Co., 23, Essex-street, Strand.—Fiat dated Feb. 23.

**EDWARD DAVIS**, Bath, architect, March 15 and April 15 at 12, White Hart Inn, Bath: Sols. Crutwell & Sons, Bath; Frowd, 33, Essex-st., Strand.—Fiat dated Feb. 14.

**JAMES BIRCH PARTRIDGE**, Birmingham, dealer in Birmingham and Sheffield wares, March 14 at 12, and April 15 at 11, Waterloo-rooms, Birmingham: Sols. Harrison, Birmingham; Chaplin, 3, Gray's-inn-sq.—Fiat dated Feb. 21.

**THOMAS BALDWIN**, Pheasant Inn and Green Man public house, Worcester, licensed victualler, March 11 and April 15 at 11, Pack Horse Inn, Worcester: Sols. Finch, Worcester; Lettis, 8, Bartlett's-buildings, Holborn.—Fiat dated March 1.

**HENRY HARRISON**, Manchester, and Old Broad-st., City of London, commission agent and merchant, March 16 and April 15 at 10, Commissioners'-rooms, Manchester: Sols. Morris, Manchester; Scott, Lincoln's-inn-fields.—Fiat dated Feb. 21.

**WILLIAM SLATER**, Marton, Whitegate, Cheshire, banker, March 16 and April 15 at 2, Clarendon-rooms, Liverpool: Sols. Saxon, Northwich; Cole, 4, Adelphi-terrace, Strand.—Fiat dated Feb. 9.

**DANIEL ANTROBUS**, Great Budworth, Cheshire, salt-merchant, March 16 and April 15 at 1, Clarendon-rooms, Liverpool: Sols. Saxon, Northwich; Cole, 4, Adelphi-terrace, Strand.—Fiat dated Feb. 9.

## MEETINGS.

*George Webb Bromfield*, Blackfriars-road, Surrey, brush-manufacturer, March 8 at 1, Court of Bankruptcy, last ex.—*Augustus Lines*, Irongate-wharf, Paddington, hay salesman, March 8 at 1, Court of Bankruptcy, last ex.—*Robert Palmer Vicat*, Nelson-place, Old Kent-road, Surrey, linen-draper, March 26 at 12, Court of Bankruptcy, aud. ac. and div.—*Mary Ann Cousins*, Maize-hill, Greenwich, Kent, lodging-house-keeper, March 26 at 11, Court of Bankruptcy, aud. ac. and div.—*William Barnes*, St. Paul's Church-yard, milliner, March 26 at 1, Court of Bankruptcy, aud. ac.—*Wm. Royton*, Manchester, yarn-dealer, March 29 at 1, Commissioners'-rooms, Manchester, aud. ac.—*James Croft*, Apperley-bridge, near Leeds, dyer, March 26 at 10, Commissioners'-rooms, Leeds, aud. ac.—*Mary Pollitt*, Charlestown, Pendleton, Lancashire, fustian dyer, April 1 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Thos. M. Jones*, Yardley, Worcester-shire, merchant, April 1 at 1, Waterloo-rooms, Birmingham, aud. ac.—*Wm. Langmead*, Teignmouth, Devonshire, banker, April 5 at 12, New London Inn, Exeter, aud. ac.—*Rudolph M. Dittrich*, Kingston-upon-Hull, merchant, March 30 at 11, George Inn, Kingston-upon-Hull, aud. ac.—*Joseph Poulton*, sen., Leominster, Herefordshire, builder, April 12 at 12, Hammond's, Leominster, aud. ac.—*Joseph B. Williams*, Bristol, wholesale and retail ironmonger, April 6 at 12, Commercial-rooms, Bristol, aud. ac.—*Wm. Perry*, Leominster, Herefordshire, maltster, April 12 at 12, Hammond's, Leominster, aud. ac.—*Wm. Ballinger*, Swansea, Glamorganshire, baker, March 30 at 11, Castle Hotel, Swansea, aud. ac.; at 12, div.—*R. R. Judd*, Birmingham, corn-factor, March 30 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*T. W. Brighton*, Cheltenham, Gloucestershire, commission-agent, April 4 at 1, Royal Hotel, Cheltenham, aud. ac.; at 2, div.—*Wm. Richd. Ravenscroft*, Manchester, banker, March 29 at 11, Commis-

sioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*Thomas Dare*, New Town, Exeter, builder, April 28 at 12, Old London Inn, aud. ac.; at 1, div.—*Benj. Bridgewater*, Birmingham, victualler, March 29 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, div.—*Robt. Jaques and Richd. Wilson*, Leeds, Yorkshire, flax-spinners, March 29 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, div.—*George Twrk*, Cheltenham, Gloucestershire, saddler, April 20 at 12, Royal Hotel, Cheltenham, aud. ac.; at 1, div.—*Wm. Morgan*, Longdon, Staffordshire, bookseller, March 31 at 12, Swan Hotel, Lichfield, aud. ac. and div.—*Wm. Lister*, Rodley, Yorkshire, cloth-manufacturer, March 26 at 11, Commissioners'-rooms, Leeds, pr. d.; at 12, first and div.—*Samuel Quickfall*, Newcastle-upon-Tyne, draper, April 1 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*Smith Wright*, Watton, Norfolk, grocer, March 28 at 1, Suffolk Hotel, Bury St. Edmunds, aud. ac.; at 2, fin. div.—*John Pike Yapp*, Weobley, Herefordshire, grocer, April 12 at 12, Hammond's, Leominster, aud. ac.; at 1, first and fin. div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before March 25.*  
*John Young*, Newport, Monmouthshire, ship builder.— *Jas. Holt and Saml. Holt*, Liverpool, glass-manufacturers.—*Wm. Nash*, Budge-row, tea dealer.—*George Noora*, Red Lion-sq., importer of foreign goods.—*Fred. Thos. West*, Commercial-wharf, Commercial-road, Lambeth, coal-merchant.—*Robert Chilver*, Ipswich, Suffolk, cabinet maker.

## FIATS ANNULLED.

*Mark Fothergill and Mich. Fothergill*, Upper Thames-st., drysalers.—*Wm. Williams and Thos. Hill*, Bow Church-yard, linen drapers.—*Thos. Hill*, Bow Church-yd. commission-agent.

## SCOTCH SEQUESTRATIONS.

*James Sutherland*, Edinburgh, coal merchant.—*D. Robertson*, Edinburgh, coach hirer.—*C. Rankin*, Dunfermline, nail manufacturer.—*J. H. Robertson*, Greenock, merchant.—*Alex. Brown*, Glasgow, muslin and lappet manufacturer.—*Thomas Whitteit*, Perth, merchant.—*Wm. Waddell*, Glasgow, writer.—*A. Mackenzie*, Dingwall, merchant.

## INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before a Commissioner on Circuit:—*

*Court-house, BURY ST. EDMUNDS, Suffolk, March 26 at 10.*  
*John Howard*, sen., Ixworth, wheelwright.—*George Aldrich*, Great Finborough, out of business.

*Court-house, CAMBRIDGE (County), March 28 at 10.*  
*George Fuller*, Little-port, master waterman.—*Robt. Parkinson*, St. Mary, Suffolk, victualler.—*John Furbank*, Cambridge, grocer.—*Geo. Whitaker*, Cambridge, bookseller.—*H. J. Haslam*, Cambridge, accountant.—*James Haylock*, Hinton, schoolmaster.—*John Goodbody*, Ely, drover.—*J. Cross*, Cambridge, innkeeper.—*Thos. Neilson*, Cambridge, stonemason.—*Wm. Lennard*, St. Nicholas, Norfolk, shoemaker.—*Chas. Sheffield*, Linton, jobber.—*Jas. Gates*, Hariton, baker.—*Thos. Robinson*, Cherryhinton, tailor.—*R. Shippey*, Cambridge, out of business.—*C. H. Fawcett*, Cambridge, victualler.—*Wm. Crosbie*, Cambridge, out of business.—*J. Hilton*, Cambridge, tailor.—*Geo. Ingram*, Cambridge, tankkeeper.—*E. Sandifer*, Cambridge, plumber.—*Richd. Ballard*, Cambridge, tailor.—*Edw. Feaks*, Cambridge, out of business.—*Thomas Parker*, Cambridge, draper.—*William Stewart*, Cambridge, ostler.—*Wm. Townsend*, Cambridge, coachman.

*Court-house, BEAUMARIS, Anglesey, March 28 at 10.*  
*Wm. Williams*, Clegirwinion, Llandrygarn, out of business.—*Richard Pierce*, Tyddynhio, Llanfihangel, farmer.

## INSOLVENT DEBTORS' DIVIDENDS.

*Edward Crambleholme*, Shaftesbury, Dorsetshire, veterinary surgeon, March 1, Harding's, Shaftesbury: 2s. 9d. in the pound.—*William Spink*, Witham, Essex, veterinary surgeon, March 10, Blood & Douglas's, Witham: 1s. 4½d. in the pound.

## MEETINGS.

*Thomas Bishop*, Rayleigh, Essex, grocer, March 19 at 3, Old Ship Inn, Rochford, sp. affairs.—*John Shepherd*, Manchester, builder, March 28 at 11, Woodburne's, Manchester, ch. ass.—*Alexander Clarke*, West Pennard, near Glastonbury, Somersetshire, dealer in pigs, March 29, Reeves & Son's, Taunton, sp. affairs.

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# The Jurist

No. 270.

MARCH 12, 1842.

With Supplement, 2s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

House of Lords .....	{ E. T. HOOD, Esq. of the Inner Temple, Barrister at Law.	Court of Queen's Bench { E. KEMPSON, Esq. of the Middle Temple; and
Privy Council .....	{ TENISON EDWARDS, Esq. of the Inner Temple, Barrister at Law.	G. J. P. SMITH, Esq. of the Inner Temple, Barristers at Law.
House of Commons Election Committees .....	{ A. V. KIRWAN, Esq. of Gray's Inn, Barrister at Law.	Queen's Bench Bail Court { A. V. KIRWAN, Esq. of Gray's Inn, Barrister at Law.
The Lord Chancellor's Court .....	{ E. T. HOOD, Esq. of the Inner Temple, Barrister at Law.	Court of Common Pleas { J. R. MARSHMAN, Esq. of Lincoln's Inn, Barrister at Law.
Master of the Rolls Court { G. Y. ROBSON, Esq. of the Inner Temple, Barrister at Law.		Court of Exchequer .... { W. M. BEST, Esq. of Gray's Inn, Barrister at Law.
Vice-Chancellor of England's Court .....	{ TENISON EDWARDS, Esq. of the Inner Temple, Barrister at Law.	Ecclesiastical and Admiralty Courts .....
Vice-Chancellor Bruce's Court .....	{ W. W. COOPER, Esq. of the Inner Temple, Barrister at Law.	{ ROBERT PHILLIMORE, Advocate in Doctors' Commons.
Vice-Chancellor Wigram's Court .....	{ E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.	Court of Review .....
		{ F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.

LONDON, MARCH 12, 1842.

It will be perceived from our Parliamentary Summary, that two very important Bills are now before the House of Lords; one for improving the mode of conducting the proceedings in matters of Lunacy; and the other for effecting some very material changes in the Law of Evidence.

With regard to the first, it is pretty well known, that the existing practice in lunacy is such, as to make the protection of the Court of Chancery wholly inaccessible, where there is any opposition to the commission, except to persons almost in affluent circumstances. That a lunatic possesses a moderate fortune, is not sufficient to justify his friends in seeking for him the guardianship of the Court of Chancery; he must possess something exceeding a mere competence. An estate, for instance, not exceeding 300*l.* in annual value, would be, in all probability, so deeply invaded by the expenses attendant on a commission of lunacy at all opposed, and the subsequent safe but costly administration of Chancery, as barely to leave an adequate maintenance for the lunatic. First, there is the application to the Court for a commission; there is then the inquiry before the Commissioners, the duration of which it is scarcely possible to foresee, and the expense of which depends upon its duration, as both the Commissioners and the Juries are paid by fees, according to the number of days occupied. When the inquiry is concluded, and the return made, and the lunatic fairly brought within the protection of Chancery, there is then a continual and not inconsiderable source of expense in the necessity of a petition to the Court, and a reference to the Master, upon every the most trifling transaction, which it may be requisite for the Committee to enter into in respect to the management of the lunatic's estate. We believe, indeed we may safely assert, that, where the absolute protection of the lunatic's estate does not render

it necessary, an application for the protection of Chancery could never be prudently advised, unless in the plainest possible case, if the lunatic's property is much under 10,000*l.*; and we know, that it is every day's practice, for the friends of persons of small property, and unsound mind, to manage them and their property in the best way that they can, subject to all the inconveniences arising from the virtual incapacity of the lunatic, rather than to apply to a jurisdiction which would protect the estate at the price of its total absorption.

There can be no question, that, where a person is, by mental disease, rendered incapable of managing his property, it must be desirable, that the Law should provide for its safe management, instead of leaving it to the voluntary assistance of friends and relations, with all the difficulties attendant upon the legal ownership and apparent authority remaining vested in a person incapable of rational volition. It is equally unquestionable, that the protection of the Law, to be worth having, must be accessible at such a price as will not reduce the fortune of the applicant below the point of an adequate subsistence, having regard to his habits and station in life. Any measure, therefore, tending to diminish, in any degree, the expense of obtaining for lunatics the protection of Chancery, must be looked at, we apprehend, as desirable; provided only it be not inconsistent with the due and sufficient exercise of the jurisdiction.

The Lord Chancellor's plan is obviously based on the principle of charging upon the State a portion of the expense of protecting lunatics. Whether this principle be, in the abstract, just or unjust it is now unnecessary to inquire, as by far the greater part of the expense of administering justice stands, and has always stood, on precisely the same footing. And, if it be proper that the expense of judicial inquiry into any matter of litigation, as, for instance, whether a testator was or was not insane at the time he made his will, should be borne by the State,



there seems no reason why it should not be equally proper, that the State should bear the expense of an inquiry, whether or not a living person is or is not insane, and is or is not to be committed to the care of the law. Whether two permanent commissioners will be incapable, as suggested by Lord Cottenham, of performing the duties required of them, is matter of detail. The other objection, however, taken by the same learned Lord, that it will not be prudent to give up the control of the Masters in the management of lunatics' estates, is matter of substance as well as of detail; because it is precisely the control of the Masters that forms one of the elements of the present oppressive costliness of a Chancery administration of a lunatic's estate. For ourselves, we can see no peculiar sanctity in a Master's office, and no peculiar virtue in the mode of inquiry therein practised. The great desideratum for the protection of the lunatic is the superintending control of the Lord Chancellor; and, provided that remains, as Lord Lyndhurst's bill contemplates, we cannot see why Commissioners, acting under the authority of the Lord Chancellor, should not deal as safely with all inquiries concerning a lunatic's estate, as a Master in Chancery. That they would deal with it at less cost, and with less delay, there cannot be very much doubt. Supposing, however, the objection well founded, the question reduces itself to this: whether it is better that a lunatic of small fortune should have a protection not quite perfect, or that he should be precluded from having any.

With regard to the other measure, for altering the Law of Evidence, we can only say, we are surprised that some such measure has not been long before brought forward. It is impossible to refer to the intricate head of the Law of Evidence, regarding the incompetency of witnesses, on the ground of infamy of character or interest, without seeing, that, in endeavouring to guard against the perpetration of injustice, by the admission of evidence from a tainted source, the law has introduced a greater chance of producing a failure of justice by shutting out the truth. The whole principle of shutting out evidence, on the ground of infamy of character, proceeds on a legal assumption, that the commission of certain crimes is evidence of so low a state of morality in the witness, as to make it impossible to believe him upon his oath; or, as it is expressed by Chief Baron Gilbert, that "the producing such a witness would be perfectly ineffectual, *because the credit of his oath is overbalanced by the stain of iniquity.*" (Gilb. Evid. 140, 4th ed.). This assumption we take to be false in almost every particular. In the first place, it does not consist with a sound observation of human nature to assume, that the disposition to commit crime of one kind, affords any necessary inference of a disposition to commit crime of a totally different kind; that a man, for instance, has committed a murder or a theft, affords no solid ground for anticipating, that he will not speak the truth in matters, of course, unconnected with his particular crime; these several crimes flowing from distinct passions and dispositions of the mind, and from equally distinct external incitements. In the second place, by a low state of morality is meant, that mental state of the individual, in which he is governed by considerations of passion or self-interest, instead of

considerations of justice; or, in other words, in which he is influenced by motives of pure selfishness, unchecked by any consideration of the rights of others. It is obvious, that a witness of such a character can have, in the absence of external inducements addressing themselves to his passions or interest, no greater bias towards falsehood than he has towards truth. Without, therefore, hearing him, or without collateral evidence of his interest or wishes in regard to the result of the cause, how is it possible to say, that the presumption against his credibility is so strong, that you cannot give any credence to what he shall say, and, therefore, you will not hear him at all?

A comparison of those circumstances, which, in practice, render a witness inadmissible, on the ground of infamy of character, and those which merely go to his credibility, shews the extreme absurdity of the rule of exclusion. Thus, for instance, treason, which, though a crime of the highest magnitude, and properly visited with the highest decree of punishment, is one, which all history shews to be consistent with great exaltation of character, goes to the competency of a witness; while a conviction for a conspiracy to commit a fraud, in raising the price of the funds by false reports, a crime flowing directly from a mean and lying disposition, goes only to the credibility. Again, though a conviction of the lowest degree of felony will render a witness incompetent, the strongest evidence of the utmost criminality, short of actual conviction, will not have that effect. Again, though a convicted felon is incompetent, yet, if he be pardoned, or have duly suffered his punishment, his competency is restored. Now, if we keep in mind that the ground of the incompetency is, that conviction, or the complete legal proof of the commission of a particular crime, is evidence of such moral depravity in the criminal, that the law will presume he would disregard the sanctity of an oath; it seems quite ridiculous to contend, that the pardon could make any real change in his quality as a witness. One can understand the technical and artificial reasoning, "that the pardon makes the witness a new creature, and gives him a new capacity," as applied to the restoration of his civil rights, in regard to acts which depend for their character upon their own intrinsic circumstances. But as to those acts of the criminal, such as his testimony, which depend for their character, not so much upon an incapacity, specifically given to him by the conviction, as upon a pre-existing moral taint, of which the conviction is only evidence, to hold that the Crown can, by its pardon, affect those acts with a new character; is to hold, that it has not merely power to restore civil rights, but a power to give to the criminal a new mind.

The rule of exclusion, as regards witnesses having an interest in the result of the cause, proceeds on an assumption, equally, as it appears to us, untenable: that is, it proceeds on the assumption, that a party so interested has so great a bias to speak against the truth, or, at least, towards partiality, that his testimony ought not to be taken. Now, in assuming this, we are wholly ignorant of a variety of circumstances necessary to be known in order to estimate the force of the supposed bias. We are ignorant of the value set directly, by the witness himself, on his interest. We are ignorant of the force of his sense of honour, and justice, and mora-



lity, or of his fear of disgrace and punishment. We are ignorant, in fact, of all those collateral circumstances, without which we cannot ascertain whether the interest of the witness amounts, in reality, to a bias at all.

There is, undoubtedly also, great practical difficulty in the application of the rule, in ascertaining what is such an interest as shall operate in exclusion of testimony; and one of the rules adopted, that any certain interest will so operate, but that an uncertain interest will not, has led to some palpable absurdities; because it is obvious, that there may be interests of great value legally uncertain, but morally certain, which might have a great effect in giving a bias; while, on the other hand, there may be interests certain in the law, and utterly valueless in fact, which could not, by possibility, bias any man's mind. But, in truth, it would be quite impracticable to fix any standard of quantity, or nature of interest, which could operate so as to render the application of the rule rational; because, from the infinite variety of men's characters and social positions, it probably never will happen, that the same kind or quantity of interest will have the same force in the minds of two different witnesses; and hence it must be, in every new case, impossible to know, whatever be the degree of apparent interest, whether the whole foundation of the doctrine, namely, the existence of a paramount bias, can be justly presumed. To admit the evidence of infamous or interested witnesses to go to a jury, unaccompanied by any observations from persons of superior judgment and acuteness, might, no doubt, be very dangerous; but there can be no danger in letting such evidence go to a jury, under the direction of an experienced Judge.

### Rebibo.

*The Doctrine and Practice of Equity, or a Concise Outline, &c.* By G. GOLDSMITH, A. M., Barrister at Law. Second Edition. [Saunders & Benning.]

It was said of an eminent singer, that she was the first of her style, but her style was not the first; and something of the same kind may be said of the work before us. Of its class, it is a very good one, but the class is one which we hold in great abhorrence, and could wish to see wholly annihilated. It has become the fashion of late years to popularize every thing; to employ all the ingenuity of which ingenious writers are capable, to abridge and dilute all learning; to sketch outlines of sciences, and aim at giving what are called general notions. Legal literature has been as much inundated as any other branch of literature with works of this class; and the present is another of the attempts to save all labour and difficulty to those to whom the exercise of labour, and the habit of meeting and conquering difficulty, are most essential qualifications.

If there be any science, in which knowledge to be useful must be particular, it is the science of the law. It is, it is true, governed generally by certain broad principles; but the exceptions are so numerous, and the distinctions so incessant and so fine, that law may be said to be made up of details. A brief outline of any large portion of it, such as the doctrines and practice of equity, is, of necessity, an incomplete, if not a false representation of the law. It is like a map without the mountains and cross roads; and though it may be correct as far as it goes, it tends, on the whole, more to mislead than to guide. We object to works of this kind, also, because they are apt to give to the student an unwhole-

some appetite for the facile; a sort of dilettante spirit, that would make an elegant play of that, which, to be mastered, must sooner or later be grappled with in the spirit of severe labour and irrepressible energy. Woe, we would say, to that lawyer, who shall commence his course of reading by epitomes, and graceful outlines of the law! far better had he plunge at once into the deep legal morass of Coke upon Littleton. He may be suffocated in the one case; but, in the other, he must be enervated.

Having said thus much against the class of work to which Mr. Goldsmith's is to be referred, we may add, that the execution of this particular work appears to us as good as the nature of it will admit. It is generally accurate, as far as its brevity will permit, and the statements of general principles are well and clearly put. So far, indeed, as the plan and limits of the work would allow, the author has touched upon some of the niceties of the subject in a very happy manner. The general doctrine as to costs, for instance, (no unimportant part of equitable knowledge), and the distinction between costs as between party and party, and costs as between solicitor and client, are extremely well explained. (See pp. 273 to 284).

On the whole, we can safely recommend the perusal of Mr. Goldsmith's work to those who like epitomes and outlines of the law; but, we trust, that, when next our learned author determines on writing a book, he will select some kind of work in which he may find more field for his own evident ability, and more opportunity of assisting the sound cultivation of legal knowledge.

### Imperial Parliament.

#### HOUSE OF LORDS.

Monday, March 7.

Lord Campbell inquired, whether the Lord Chancellor had any Bills in preparation on the subject of the Bankruptcy and Ecclesiastical Courts.

The Lord Chancellor said, a Bill had been prepared on the subject of the Bankruptcy Court, which he would lay on the table on Monday, (the 14th). And a Bill had also been prepared on the subject of the Ecclesiastical Courts.

The Lord Chancellor gave notice of his intention to lay on the table, on the following day, a Bill to alter and amend the Law with respect to Proceedings in Lunacy.

Tuesday, March 8.

The Lord Chancellor, pursuant to notice, laid on the table a Bill to amend the Proceedings in Cases of Lunacy. The present state of the law was this: there were certain standing commissioners, to whom petitions in lunacy were referred. They were men most competent to the discharge of their duties; but their jurisdiction did not extend beyond twenty miles from the metropolis. Beyond that distance, commissions in lunacy were sent to persons of whom the Lord Chancellor had no knowledge, and who had little or no experience in such delicate matters; and the consequence was, sometimes, serious mistakes entailing heavy expense on the estates of the lunatics. The mode of payment of these commissions was by fees, which were charged on the estates of the lunatics; and hence arose a very formidable pressure on those estates; so great, indeed, as to deter the friends of all lunatics of small estate from applying to the Lord Chancellor, as they well know, that the expenses must so far consume the estate as to preclude an adequate allowance for the lunatic. The remedy which he proposed was, to appoint two permanent commissioners, who would preside in lunacy cases, both in town and in the country; they would be men of ability and distinction at the bar, and would be paid by fixed salaries instead of fees. Then, as to the juries: at present, lunacy cases were decided by a jury of twenty-four, as there must be the assent of twelve, at least, to make the inquisitions and return their verdict. The twenty-four jurors acted in the nature of a grand jury. They were paid one guinea a day each for every day of the inquiry; and this, also, he need not say, entailed a very heavy expense on the estates of lunatics. To diminish this expense, he proposed to vest in the Lord

Chancellor a discretionary power to have the cases tried, in certain cases, with a jury of twelve, who need not be unanimous in their finding. He proposed further, that, instead of the present system of a reference to a Master in Chancery, after the return of the inquisition, for the necessary inquiries, the commissioners should have power to make such inquiries as to the estate and effects of the lunatic, and such other matters as the Lord Chancellor should intrust them with; and, if difficulty should arise, then, that there should be a reference to the Master; as now. He proposed to abolish the office of the clerk of the custodies, and to transfer his duties to the secretary of lunatics, compensating the clerk of the custodies out of the suitors' fund. Finally, he proposed, that the two commissioners should be ex officio visitors of lunatics.

Lord Cottenham objected to compensating the clerk of the custodies out of the suitors' fund; he could not consent to apply the funds belonging to one class of suitors for the benefit of another, or to a purpose for which they were never intended. He objected also to removing lunatics' estates from the control of the Masters.

Lord Denman, in moving the second reading of the Bill for Improving the Law of Evidence, called the attention of the House to the present state of the law, and the nature of the change proposed. According to the present state of the Law, persons in any way directly interested in the result of a cause, as well as persons directly parties to it, were disqualified from giving evidence. He proposed to remove this disqualification in every case, except where the witness was a substantial party to the suit. He proposed this, in conformity with an opinion which he believed had strongly prevailed, that the evidence of interested witnesses should be received, as it was of the highest importance that all facts known to any individual should be laid before the jury, that they might themselves judge of the credit of the witness. With regard to the second portion of his Bill, which went to remove the objection to a witness, on the ground of crime, according to the law as it now stood, a person, convicted of certain crimes, had his lips closed as a witness for the rest of his days. But a witness might present himself in the box covered with crime, admitting himself guilty of the greatest offences, and, probably, betraying those very associates whom he might have tempted to commit the crimes with which they are charged. In the present state of the law, the lives of the accused might depend on the evidence of such a man as that. Look at the case of perjury,—a class of crime which appeared more than any other to disqualify a witness. In this class of cases, the disqualification depended on a variety of circumstances besides the fact of guilt. If the person, wishing to get rid of the evidence of a perjured witness, could not prove his disqualification by presenting a record of his conviction, he was not disqualified. Again, if pardoned, he might be heard again, notwithstanding a conviction. The objection was, that the punishment did not fall on the party guilty of perjury, but on the party wanting the benefit of his evidence. He proposed, also, to admit a certain denomination of Baptists to the privilege of giving evidence on affirmation.

After some observations by the Lord Chancellor, Lord Brougham, and Lord Wynford, it was agreed, that the Bill ought not to be proceeded with till after the circuit; and it was accordingly read a second time, and ordered to be committed the first Thursday after the recess.

Thursday, March 10.

Lord Denman laid on the table a Bill for rendering the Affirmation of that Sect of Christians, called Baptists, equivalent to an Oath in Courts of Justice.

## HOUSE OF COMMONS.

Tuesday, March 8.

Lord F. Egerton, in a speech of considerable length, moved for leave to introduce a Bill to amend the Statute of 1835, (5 & 6 Will. 4, c. 54), relating to Marriages within the prohibited Degrees; his Bill was nearly identical with that brought in last year in the House of Lords, by a noble lord now high in the service of the Queen's Government. He would state at once, that the Bill he proposed to introduce, would enable a widower to marry the sister of his deceased wife. His Lordship then went on to discuss the matter, under the double aspect of its theological and its social propriety.

Sir R. Inglis opposed the motion; and, after some short observations from other members, the debate was adjourned to that day week.

## ABSTRACT OF LORD MAHON'S BILL TO AMEND THE LAW OF COPYRIGHT.

Sect. 1 repeals former acts.

2. Interpretation clause.

3. Enacts, That the copyright in every book which shall, after the passing of this act, be published in the lifetime of its author, shall endure for the natural life of such author, and for the further term of twenty-five years, commencing at the time of his death, and shall be the property of such author and his assigns; and that the copyright in every book which shall be published after the death of its author shall endure for the term of thirty years from the first publication thereof, and shall be the property of the proprietor of the manuscript from which such book shall be first published, and his assigns.

4. And whereas it is just to extend the benefits of this act to authors of books published before the passing thereof, and in which copyright still subsists: be it enacted, That the copyright which at the time of passing this act shall subsist in any book theretofore published (except as hereinafter mentioned) shall be extended and endure for the full term provided by this act, in cases of books thereafter published, and shall be the property of the person who, at the time of passing of this act, shall be the proprietor of such copyright: Provided always, That in all cases in which such copyright shall belong, in whole or in part, to a publisher or other person who shall have acquired it for other consideration than that of natural love and affection, such copyright shall not be extended by this act, but shall endure for the term which shall subsist therein at the time of passing of this act, and no longer, unless the author of such book if he shall be living, or the personal representative of such author if he shall be dead, and the proprietor of such copyright, shall, before the expiration of such term, consent and agree to accept the benefits of this act in respect of such book, and shall cause a minute of such consent to be entered in the book of registry hereinafter directed to be kept, in which case such copyright shall endure for the full term by this act provided in cases of books to be published after the passing of this act, and shall be the property of such person or persons, and subject to such conditions as in such minute shall be expressed.

5. And whereas it is expedient to provide against the suppression of books of importance to the public: be it enacted, That it shall be lawful for the Judicial Committee of her Majesty's Privy Council, on complaint made to them that the proprietor of the copyright in any book after the death of its author has refused to republish or to allow the republication of the same, and that by reason of such refusal such book may be withheld from the public, to grant a license to such complainant to publish such book, in such manner and subject to such conditions as they may think fit, and that it shall be lawful for such complainant to publish such book according to such license.

6. One copy of every book to be delivered at the British Museum.

7. Mode of delivering at the British Museum.

8. A copy of every book to be delivered within a month after demand for the use of the following Libraries:—Bodleian Library; Public Library at Cambridge; Advocates of Edinburgh; Trinity College, Dublin.

9. Publishers may deliver the copies to the libraries instead of to the Stationers' Company.

10. Penalty for default in delivering copies for the use of the libraries.

11. Book of registry to be kept at Stationers' Hall.

12. Party making or causing to be made a false entry in the book of registry to be guilty of a misdemeanor.

13. Entries of copyright may be made in the book of registry.

14. If any person be aggrieved by any entry in the book of registry, he may apply to the Lord Chancellor, Master of the Rolls, Vice-Chancellor, Courts of Law in term, or any Judge in vacation, who may order such entry to be varied or expunged.

15. Remedy for the piracy of books or parts of books by action on the case. Provide, that, in Scotland, the offender shall be liable to an action in the court of session in Scotland.

16. In actions for piracy, the defendant to give notice in writing of the objections to the plaintiff's title on which he means to rely.

17. Mode of proving the publication and identity of books in proceedings for piracy.

18. No person shall import into any part of the British dominions, for sale, any book first composed, &c., within the British dominions, and reprinted elsewhere. Penalty on im-

printing, selling, or keeping for sale any such books, forfeiture thereof, and also 10*l.* and double the value. Books may be seized by officers of customs or excise, who shall be rewarded.

19. Copyright in Encyclopedias, periodical works, and works published in series, to be in the publisher or conductor thereof, and proof of payment to the parties employed by him to be *prima facie* evidence of his property in their articles\*. *Proviso*, securing the right of authors who have reserved the right of publishing their articles in a separate form.

20. Proprietors of Encyclopedias, periodical works, and works published in series, to be at liberty to enter at once at Stationers' Hall, and thereon to have the benefit of the registration of the whole work.

21. The provisions of 3 & 4 Will. 4 extended to musical compositions, and the term of copyright, as provided by this act, applied to the liberty of representing dramatic pieces and musical compositions.

22. The proprietor of the right of dramatic representation shall have all the remedies given by the act 3 & 4 Will. 4.

23. No assignment of copyright of a dramatic piece shall convey the right of representation, unless an entry to that effect shall be made in the book of registry.

24. Power to the courts of equity and the courts of law to make, on motion or petition, in a summary way, such orders for granting and dissolving injunctions in case of piracy, as, according to the course of practice of each of such courts, can or may now be made in a suit regularly instituted†. *Proviso* for Scotland.

25. Mode of proving copyright, &c., in colonial courts.

26. Books pirated shall become the property of the proprietor of the copyright; and may be recovered by action, or seized by warrant of two justices.

27. No proprietor of copyright commencing after this act, shall sue or proceed for any infringement before making entry in the book of registry. *Proviso* for dramatic pieces.

28. Copyright shall be personalty.

29. Saving the rights of the Universities, and the colleges of Eton, Westminster, and Winchester.

30. *Proviso* for saving all rights and all contracts and engagements subsisting at the time of passing this act.

31. Act to extend to all parts of the British dominions.

32. Act may be amended or repealed during the present session.

## London Gazette.

TUESDAY, MARCH 8.

### DECLARATION OF INSOLVENCY.

DAVID BIDMEAD, Bread-street, warehouseman and shipping agent.

### BANKRUPTS.

ELIZA HAYES, Pickett-street, Strand, picture dealer, March 22 at half-past 11, and April 19 at 2, Court of Bankruptcy: Off. Ass. Alsager; Temple & Bonner, 16, Furnival's Inn.—Fiat dated March 5.

SAMUEL LEWIS LAZARUS, Kent and Sussex Tavern, Jersey-street, St. James's, Westminster, coach-proprietor and horse-dealer, March 17 at 11, and April 19 at half-past 1, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Gilbert, 14, Craven-street, Strand.—Fiat dated March 5.

WILLIAM HOLMES, Friday-street, Cheapside, silk gauze manufacturer, March 18 at 1, and April 19 at 11, Court of Bankruptcy: Off. Ass. Green; Sols. Reed & Shaw, Friday-st., Cheapside.—Fiat dated March 4.

WILLIAM CHARNOCK, Albion-terrace, Wandsworth-rd., Surrey, plumber and glazier, March 22 at half-past 12, and April 19 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Bebb, 12, Argyll-street, Regent-street.—Fiat dated March 5.

ANN LEACH, JOHN LEACH, and JAMES LEACH, Brick-lane, Spitalfields, builders, March 18 at 1, and April

19 at 11, Court of Bankruptcy: Off. Ass. Lakington; Sols. Dickson & Overbury, Frederick's-place, Old Jewry.—Fiat dated March 7.

JOHN THOMAS, Ramsgate, Isle of Thanet, Kent, butcher, March 21 at 4, and April 19 at 10, Royal Oak Inn, Ramsgate: Sols. Mercer & Edwards, Ramsgate; Austen & Hobson, 4, Raymond-buildings, Gray's Inn.—Fiat dated March 2.

WILLIAM WALKER and JAMES GRAY, Leeds, Yorkshire, woolstaplers and cloth manufacturers, March 22 at 12, and April 19 at 10, Commissioners'-rooms, Leeds: Sols. Payne & Co., Leeds; Wilson, 6, Southampton-street, Bloomsbury-square.—Fiat dated Feb. 28.

JAMES ALEXANDER, Newcastle-upon-Tyne, dealer and chapman, April 4 at 11, and April 19 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sol. Harle, Newcastle-upon-Tyne.—Fiat dated Feb. 28.

RICHARD LOXHAM, Wigan, Lancashire, newspaper proprietor and printer, March 24 and April 19 at 11, Commissioners'-rooms, Bolton-le-Moors: Sols. Lord & Ackerley, Wigan; Armstrong, 8, Staple-inn.—Fiat dated Feb. 25.

EDWARD MULLINGER, Southampton, ironmonger, March 26 at 3 and April 19 at 4, Star Hotel, Southampton: Sols. Stubbs & Rollings, Birmingham; Chaplin, 3, Gray's-inn-square.—Fiat dated Feb. 14.

THOMAS GALES, WILLIAM JOHN GUEST, JOHN FORSTER NAISBY, and MATTHEW KIRTLEY, Hylton, Durham, ship builders and ship owners, March 16 at 12, and April 19 at 11, Bridge Hotel, Bishop Wearmouth: Sols. Wilson, Sunderland; Bell & Co., Bow Church-yard, Cheapside.—Fiat dated Feb. 19.

GEORGE ROBERTSON, JOHN GARROW, and JOHN ALEXANDER, Liverpool, ship chandlers and rope manufacturers, March 19 and April 19 at 1, Clarendon-rooms, Liverpool: Sols. Duncan & Radcliffe, Liverpool; Adlington & Co., 1, Bedford-row.—Fiat dated Feb. 22.

THOMAS STEPHENSON, Manchester, coachmaker, March 24 at 10, and April 19 at 2, Commissioners'-rooms, Manchester: Sols. Cooper & Wray, Manchester; Willoughby & Jaquet, 13, Clifford's-inn.—Fiat dated Feb. 24.

JOSEPH CARLISLE, Bury, Lancashire, draper, March 24 and April 19 at 12, Commissioners'-rooms, Bolton-le-Moors: Sols. T. A. & J. Grundy, Lancashire; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated Feb. 26.

GEORGE ANNESLEY THOMPSON and BENJAMIN JAMES THOMPSON, Wylam, Northumberland, iron masters, iron founders, and engine manufacturers, March 31 and April 19 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Brockett & Philpott, Newcastle-upon-Tyne; Meggison & Co., 3, King's-road, Bedford-row.—Fiat dated Feb. 8.

### MANTINGS.

C. Daly, Red Lion-sq., bookseller, March 17 at 12, Court of Bankruptcy, last ex.—*Singer Edward Hide*, Broadwater, Sussex, builder, March 26 at 2, Town-hall, Brighton, fin. ex. and pr. d.—*Henry Adol. Baber*, Lindfield, Sussex, maltster, March 26 at 12, Town-hall, Brighton, fin. ex. and pr. d.—*J. Lock*, Northampton, tea dealer, April 1 at 10, Peacock Inn, Northampton, last ex.—*John Rees*, Stourbridge, Worcester-shire, woollen draper, April 1 at 1, Vine Inn, Stourbridge, last ex.—*Jos. Hadland*, Castle Dykes, Farthington, Northamptonshire, farmer, April 4 at 10, Globe Inn, Weedon Beck, last ex.; at 11, aud. ac.—*Benj. Read*, Worcester, wine merchant, May 12 at 2, France's, Worcester, last ex.—*R. H. Goddard*, fringe maker, Wood-street, London, March 30 at 12, Court of Bankruptcy, aud. ac.—*Charles Richardson*, Bramley, Surrey, builder, March 30 at 11, Court of Bankruptcy, aud. ac.—*W. B. Overton*, Howford-buildings, Fenchurch-st., and Dalston, ship and insurance broker, March 30 at 11, Court of Bankruptcy, aud. ac.—*Sam. Shingler* and *Sylvanus Thos. James*, Liverpool, linen drapers, April 27 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*John Buckley*, *Jos. Buckley*, and *Hen. Buckley*, Manchester, and Todmorden, Lancashire, worsted manufacturers, April 22 at 3, Commissioners'-rooms, Manchester, aud. ac.; at 2, div.—*T. Brown* and *B. Brown*, Wakefield, Yorkshire, linen drapers, April 22 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*R. Coleman*, Manchester and Stalybridge, mercer, April 25 at 1, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*Rich. R. Walker* and *Rob. Jos. Peel*, Manchester, Scotch and Manchester warehousemen, April 26 at 11, Commissioners'-rooms,

\* This is the effect of the marginal note; but the clause itself is not so clear.

† This clause seems to assume, that the courts of law grant injunctions. If it be meant to give them that jurisdiction, it will require considerable alteration; as it stands at present, we apprehend, it will leave the remedy by injunction, as it now is, exclusively to the courts of equity.

Manchester, aud. ac.; at 10, div.—*W. Luke Prattman*, But-  
terknowle-lodge, and *Mich. Forster*, Copley, Durham, wood  
merchants, March 28 at 11, King's Head Inn, Darlington, aud.  
ac.—*Rich. Robinson*, Low Light, North Shields, Northum-  
berland, common brewer, April 6 at 11, Bankrupt Commission-  
room, Newcastle-upon-Tyne, aud. ac.—*M. Coe*, Goldsmith-st.,  
Wood-st., Cheapside, March 30 at 1, Court of Bankruptcy,  
div.—*Beau. Marshall*, High Holborn, tallow-melter, March  
30 at 12, Court of Bankruptcy, div.—*Thomas Buckle*, Barn-  
ard Castle, Durham, draper, May 2 at 1, Waterloo Inn, Barn-  
ard Castle, last ex.; May 3 at 11, aud. ac.; at 3, div.—*J.  
Jervie*, Wells, Somersetshire, draper, March 31 at 11, Mitre  
Inn, Wells, aud. ac.; at 12, first and fin. div.—*Stephen S.  
Chancellor*, jun., Margate, Kent, baker, March 29 at 7 p.m.,  
London Hotel, Margate, aud. ac.; at 8, div.—*John Robert  
Fletcher*, Grantham, Lincolnshire, wine and spirit merchant,  
April 1 at 12, Hotel, Newark-upon-Trent, Nottingham, aud.  
ac.; at 2, div.—*Thos. Burbey*, *Richard Loe* and *James Loe*,  
Portsmouth, bankers, April 18 at 1, George Inn, Portsmouth,  
aud. ac.; at 3, div. sep. est. *Richard Loe*.—*John Plowes*,  
Leeds, Yorkshire, merchant, April 1 at 3, Commissioners'-  
rooms, Leeds, aud. ac.; at 4, fin. div.—*Henry Hildyard* and  
*Robert Hildyard*, Brigg, Lincolnshire, wine and spirit mer-  
chants, April 15 at 12, Angel Inn, Brigg, aud. ac. and div.—  
*N. Fraley* and *Jos. E. Merchant*, Bristol, linen-drappers, April  
1 at 12, Commercial-rooms, Bristol, div.—*Henry Reynolds*,  
Liverpool, druggist, March 30 at 12, Clarendon-rooms, Li-  
verpool, aud. ac.; at 1, fin. div.—*George Andrews*, Stur-  
minster Marshall, Dorsetshire, woolstapler, March 29 at 11,  
Greyhound Inn, Blandford Forum, aud. ac.; at 2, fin. div.—  
*Anthony Clapham*, Gateshead, Durham, soda manufacturer,  
March 29 at 11, Bankrupt Commission-room, Newcastle-upon-  
Tyne, aud. ac.; at 12, first and fin. div.—*John Bentley* and  
*T. Brown*, Manchester, and Bradford, Yorkshire, merchants,  
April 1 at 12, Court-house, Bradford, aud. ac.; at 12, div.—  
*Geo. Hudson*, Isle of Thanet, Kent, victualler, April 11 at 6  
p.m., Albion Hotel, Ramsgate, aud. ac.; at 7, div.—*Joseph  
Morris*, Birmingham, victualler, April 12 at 12, Waterlo-  
rooms, Birmingham, aud. ac.; at 1, div.—*Ed. Bridgewater*,  
Birmingham, victualler, March 29 at 11, Waterloo-rooms,  
Birmingham, aud. ac.; at 12, div.—*Joseph Nicholl*, Halifax,  
Yorkshire, worsted spinner, April 25 at 10, White Lion Inn,  
Halifax, aud. ac.; at 11, div.—*James Haigh*, Morley, Batley,  
Yorkshire, merchant, March 31 at 11, Black Bull Inn, Birs-  
tall, fin. div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before March 29.

*Thomas Bemrose*, Spalding, Lincolnshire, grocer.—*J. R.  
Fletcher*, Grantham, Lincolnshire, wine merchant.—*Jacob  
Coppstone*, Plymouth, and Exeter, grocer.—*J. L. Shepherd*  
and *Henry Drew*, Southampton, innkeepers.—*Benj. Coleman*,  
Liverpool, stock and share broker.

#### SCOTCH SEQUESTRATIONS.

*J. Haldane*, Selkirk, innkeeper.—*T. Gemmill*, Greenock,  
merchant.—*Jas. Rodger*, Dalry, Ayrshire, merchant.—*Scott,  
Muir and Coy*, Glasgow, merchants.—*John Riddell*, Glasgow,  
innkeeper.—*John Annand*, Burghhead, grain dealer.—*John  
Macphail*, Dingwall, merchant.

#### INSOLVENT DEBTORS.

Saturday, March 5, 1842.

The following Assignees have been appointed. Further Par-  
ticulars may be learned at the Office, in Portugal-st., Lin-  
coln's-inn-fields, on giving the Number of the Case.

*John Kaye*, Charlotte-st., Blackfriars-road, Surrey, gentle-  
man, No. 770 T.; Hugh Bowditch, assignee, in the room of  
John Christie, deceased.—*Thos. Williams*, Drybrook, Wal-  
ford, Herefordshire, innkeeper, No. 58,622 C.; John Hill, as-  
signee.—*F. Angel*, New Bank-buildings, Princes-st., London,  
stamper in the Stamp-office, Somerset-house, No. 52,445 T.;  
H. Barker, assignee.—*J. M. Mendonca*, Northumberland-st.,  
New-road, Marylebone, employed under the Portuguese Go-  
vernment, No. 52,477 T.; E. S. Blundell, assignee.—*Joseph  
Van Millengen*, Soho-sq., jeweller, No. 52,656 T.; J. M' Rae,  
assignee.—*Stephen England*, Cullingnorth-gate, near Brad-  
ford, Yorkshire, wheelwright, No. 58,222 C.; Wm. Laycock,  
assignee.—*James Lister*, Halifax, Yorkshire, currier, No.  
58,503 C.; T. Sugden and J. Smithson, assignees.—*John  
Cleyp*, jun., Batley, near Dewsbury, Yorkshire, hawk of  
cloth, No. 58,565 C.; R. J. Temple and E. Farrar, assignees.  
—*Fred. Rogers*, Elm-st., Gray's-inn-lane, straw plait dealer,

No. 51,895 T.; J. P. Makeham, assignee.—*John Petchey*  
Whitechapel-road, greengrocer, No. 52,573 T.; David Davies  
assignee.—*Robt. Didsbury*, Sheffield, out of business, No.  
58,515 C.; Robert Burrows, assignee.—*John Robison*, How-  
arth, near Bradford, Yorkshire, general draper, No. 58,423 C.  
John Blakey and James Smith, assignees.—*Thomas Donnelly*  
Sheffield, dealer in cutlery, No. 58,422 C.; Geo. Dixon and  
R. A. Smith, assignees.—*Chris. Langdale*, Northallerton  
Yorkshire, chemist, No. 58,581 C.; F. W. Sutton, assignee.  
—*John Haste*, Hunslet, near Leeds, out of business, No.  
58,456 C.; Saml. Hattersley, assignee.—*Chas. Sage*, Witney  
Oxfordshire, grocer, No. 58,406 C.; James Marriott, assignee.  
—*Robt. Nicholson*, Great Portland-st., Cavendish-sq., house  
agent, No. 44,576 T.; W. S. Mayes, assignee.—*Fras. Calvert*  
Daw-green, near Dewsbury, Yorkshire, out of business, No.  
58,437 C.; Wm. Mann, assignee.—*A. Bradbury*, Halifax  
Yorkshire, beer seller, No. 58,465 C.; J. Tillotson, assignee.  
—*Mark Yeardley*, Potter-hill, Ecclesfield, near Sheffield, car-  
ter, No. 58,546 C.; F. W. Everett, assignee.—*H. Phillips*  
Filey, near Hammanby, Yorkshire, clerk, No. 58,589 C.; T.  
Etty, assignee.—*John Kidby*, Wivenhoe, Essex, shipwright  
No. 58,031 C.; Jacob Dennis, assignee.—*Edw. Close*, Claines  
Worcestershire, tailor, No. 58,584 C.; Wm. Griffiths, as-  
signee.—*John Salmon*, Tholthorpe, near Easingwold, York-  
shire, innkeeper, No. 58,374 C.; John Jefferson, assignee.—  
*H. Shipman*, Tottenham-court-road, tailor, No. 52,591 T.  
Saml. Dewdney, assignee.—*Edw. Oliver*, High-st., Kenning-  
ton, glazier, No. 52,414 T.; James Gibbins, assignee.

The following Prisoner is ordered to be brought up before  
a Commissioner on Circuit:—

Court-house, HUNTINGDON, March 30 at 10.

Wm. Clack, Great Raveley, wheelwright.

#### MEETING.

*Thomas Bishop*, Laindon, Essex, general shopkeeper, March  
26 at 3, Old Ship Inn, Rochford, sp. affairs.

#### FRIDAY, MARCH 12.

#### DECLARATIONS OF INSOLVENCY.

JOHN SEABROOK, Abercorn Arms, Stanmore, licensee  
victualler.

WILLIAM DARLINGTON, Liverpool, wine-merchant.

#### BANKRUPTS.

JOHN PERRY CLARKE and OSMUND LEWIS, Crown  
court, Threadneedle-street, newspaper and advertisement  
agents, March 18 at 11, and April 22 at 12, Court of Bank-  
ruptcy: Off. Ass. Belcher; Sol. Clarke, 13, George-street  
Mansion-house.—Fiat dated March 10.

EMILY ANN BIRCH, Bedford-place, Russell-square  
lodging-house-keeper, March 18 at 2, and April 22 at 12  
Court of Bankruptcy: Off. Ass. Gibson; Sol. Lloyd, 61  
Cheapside.—Fiat dated March 7.

SAMUEL JACKSON and THOMAS FREDERICK JACK-  
SON, Bermondsey-street, St. Mary Magdalen, Bermond-  
sey, Surrey, woolstaplers, March 22 at 11, and April 22 at  
1, Court of Bankruptcy: Off. Ass. Green; Sol. Watts  
231, Bermondsey-st., Bermondsey.—Fiat dated March 10.

PHILIP WOODROW HART, Norwich, coach and gen-  
eral manufacturer, March 17 and April 22 at 10, Beckwith &  
Co.'s, Norwich: Sols. Beckwith & Co.'s, Norwich; Clark  
& Medcalf, 20, Lincoln's-Inn-fields.—Fiat dated March 7.

JOSEPH HORNCastle, Glamford Brigg, Lincolnshire  
seed merchant, March 21 and April 22 at 11, Lion Hotel  
Glamford Brigg: Sols. Nicholson & Hett, Brigg; Dyneley  
& Co., 4, Bedford-row.—Fiat dated March 5.

GEORGE STANWAY, Stoke-upon-Trent, Staffordshire  
confectioner, grocer, and general provision-dealer, March  
24 and April 22 at 12, George Inn, Burslem: Sols. Har-  
ding, Stoke-upon-Trent; Smith, 48, Chancery-lane.—Fiat  
dated March 2.

ISAAC NEWTON WIGNEY and CLEMENT WIGNEY  
Brighton, Sussex, bankers, March 28 and April 22 at 10  
Town-hall, Brighton: Sols. Palmer & Co., 24, Bedford-  
row.—Fiat dated March 5.

JAMES COUNTY, Cheltenham, Gloucestershire, oil and  
colour man, March 29 and April 22 at 1, Royal Hotel Chel-  
tenham: Sols. Millar & Carr, 47, Eastcheap.—Fiat dated  
March 3.

EDWARD SHIRLEY WEBSTER, Birmingham, draper,  
March 31 and April 22 at 1, Waterloo-rooms, Birmingham:

Sols. Road & Shaw, 2, Friday-street, Cheapside. — Fiat dated March 3.

**FREDERICK PRATT**, Stoke-upon-Trent, Staffordshire, miller, March 21 at 12, Swan Inn, Stafford, and April 22 at 12, Newmarket, Stafford: Sols. Stevenson, Stoke-upon-Trent; Wilson, Furnival's Inn. — Fiat dated March 2.

**WILLIAM BURY**, Blackburn, Lancashire, corn-dealer, March 24 at 1, and April 22 at 11, Town-hall, Preston: Sols. Lodge & Harrison, Preston; Cuvelje & Co., 19, Southampton-bldg., Chancery-lane. — Fiat dated March 7.

**WILLIAM ROBINSON**, Hulme, near Manchester, glass manufacturer and common brewer, March 23 and April 22 at 12, Commissioners'-rooms, Manchester: Sols. Slater & Heale, and Bagshaw & Stevenson, Manchester; Parry & Co., Temple. — Fiat dated March 7.

**JOSEPH EMERY**, Wells, Somersetshire, surgeon, chemist, and druggist, April 6 and 22 at 11, Somerset Hotel, Wells: Sol. Jy. Serjeant's Inn, Fleet-street. — Fiat dated March 8.

#### MEETINGS.

George Green, Kilnhurst Pottery, near Rotherham, Yorkshire, earthenware manufacturer, March 24 at 12, Town-hall, Sheffield, p. d. — *Benj. Parker*, Hampstead, grocer, April 2 at 1, Court of Bankruptcy, ch. ass. — *Thos. Bartram*, Sevenoaks, Kent, linen draper, March 24 at 11, Court of Bankruptcy, last ex. — *Wm. Evans*, Aldersgate-street, London, bookseller and publisher, March 21 at 11, Court of Bankruptcy, last ex. — *T. Phipps*, Parker-st., Drury-lane, smith, April 2 at 11, Court of Bankruptcy, aud. ac. and div. — *Hen. Thos. Coggan*, Ker. John H. Beaumont, and *Thos. Turpin Haines*, Suffolk-d., Pall-mall, East, army agents, April 4 at 12, aud. ac. joint and sep. est. — *John Geo. Rowley*, Hatton-garden, bookbinder, April 4 at 11, Court of Bankruptcy, aud. ac. — *Thos. Morris* and *Richard Nicholson*, Barton-upon-Humber, Lincolnshire, halm, March 24 at half-past 10, Court of Bankruptcy, aud. ac. and div. — *A. Leavrier* and *Jos. Leek*, Wood-st., London, importers of foreign goods, April 4 at half-past 12, Court of Bankruptcy, aud. ac.; at 1, div. — *Leop. Schwabacher*, Minors, wine merchant, April 4 at half-past 11, Court of Bankruptcy, aud. ac. — *Emile Benassi*, Lime-street, wine merchant, April 4 at half-past 11, Court of Bankruptcy, aud. ac.; at 12, div. — *A. F. Hemming*, Chiswell-st., Finsbury, elastic surgical instrument maker, April 4 at half-past 1, Court of Bankruptcy, aud. ac.; at 2, div. — *Jas. H. Heron*, *John S. Heron*, *Jas. K. Heron*, and *Arthur Heron*, Manchester and Wigan, cotton spinners, April 2 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac. sep. est. of *Arthur Heron*. — *T. Barlow*, Manchester, shoe dealer, April 25 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 1, div. — *J. Montellé*, Totness, Devonshire, mercer, April 30 at 12, Whildon's Royal Hotel, Plymouth, aud. ac. — *W. Richardson*, Kingston-upon-Hull, joiner, April 6 at 11, George Inn, Kingston-upon-Hull, aud. ac. — *S. Pennell*, Leamington Priors, Warwickshire, plumber, April 4 at 12, aud. ac.; at 1, div. — *Geo. Smith*, *Thomas Smith*, and *Chas. Fred. Smith*, Cheltenham and Liverpool, tailors, April 4 at 11, Royal Hotel, Cheltenham, aud. ac. — *Lew. Munn*, Solesbridge, Rickmansworth, Herefordshire, paper manufacturer, April 2 at 2, Court of Bankruptcy, div. — *Rowland Mitchell*, Lime-street, merchant, April 1 at 1, Court of Bankruptcy, div. — *Sarah Rackett*, Bell-yard, Carey-st., locksmith, April 1 at 12, Court of Bankruptcy, div. — *John Alex. Smith* and *Wm. Montellé*, Oxford-st., linen drapers, April 1 at 12, Court of Bankruptcy, div. sep. est. of *John Alex. Smith*. — *Mary Anne Dances*, Oxford-terrace, Hyde-park, boarding-house keeper, April 4 at half-past 10, Court of Bankruptcy, div. — *George Herriot*, Ormskirk, Lancashire, beer brewer, April 4 at 12, Caradon-rooms, Liverpool, aud. ac.; at 1, div. — *John Stephenson* and *Geo. Moss*, Nottingham, marble masons, April 4 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, fin. div. — *Wm. Borton*, Kirbymisperton, Yorkshire, banker, April 11 at 6, Angel Inn, Whitby, div. — *R. M'Laughlan*, Liverpool, licensed victualler, April 11 at 1, div.

#### CERTIFICATES TO BE ALLOWED

When Cause shown to the contrary, on or before April 1.

*John Leing* and *Geo. Leing*, Eastcheap, cork manufacturers. — *Wm. Kirk Beaton*, Manchester, coach builder. — *James Griffin*, Dudley, Worcestershire, upholsterer. — *Robt. P. Bush*, Hunslet, Leeds, machine maker. — *Edw. Peleh*, Atherton, Lancashire, wine merchant. — *B. Berrill*, Liverpool, merchant. — *Hen. Girdle*, Birmingham, wholesale grocer. — *Amor Spear*, etc., and *Amor Spear*, jun., Newcastle-upon-Tyne,

builders. — *Hen. Jackson*, Mountnorrel, Leicestershire, money scrivener.

#### SCOTCH SEQUESTRATIONS.

*Jas. Dick*, Glasgow, mason. — *Wm. and Robert Hill*, Edinburgh, grocers. — *M'Alpine* and *Robertson*, Glasgow, merchants. — *John Black*, Glasgow, manufacturer. — *Gibbsen* and *Brown*, Glasgow, merchants.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Monday, April 1 at 9.

*Robt. Johnston*, Aylesbury-place, Aylesbury-st., Clerkenwell, glazier. — *Andrew Paul*, Green-st., Grosvenor-sq., surgeon. — *John Baker*, Queen-st., Edgeware-road, cabinet maker. — *John Beavers*, Conduit-st., Bond-st., dentist. — *Benj. Jas. Woods*, Marlborough-place, Kennington-cross, Kennington, plumber. — *Daniel Child*, sen., Uxbridge-st., Kennington, box maker. — *Jos. Nickolls*, Finsbury-place, Finsbury-sq., Hvery-stable-keeper. — *J. Stokell*, Broad-st., Ratcliff, out of business. — *Augustus Lines*, Irongate-wharf, Paddington, hay salesman. — *Moss Joel*, Crown-st., Finsbury, auctioneer. — *C. O. Day*, widow, Moscow-road, Baywater.

April 2, at the same hour and place.

*Lewis Marks*, Garden-row, London-road, Southwark, general dealer. — *Daniel Carter*, Fleet-lane, Farringdon-street, plumber. — *John Dodson*, Brown's-lane, Spitalfields, cabinet-maker. — *Saml. Chifney*, Piccadilly, horse dealer. — *J. Reeve*, Pulham St. Mary, Norfolk, carrier. — *Thos. Pettweather*, Britannia-terrace, City-road, stock buyer. — *A. Androsch*, sen., Clement's-lane, Lombard-st., biscuit baker. — *Fred. Cudde*, Portland-place North, Clapham-road, Surrey, out of business. — *Julia Joseph*, Great Prescott-st., Goodman's-fields, out of business. — *Robt. Jennings*, Ratcliffe-highway, hatter.

April 4, at the same hour and place.

*J. A. Smith*, South-row, New-road, St. Pancras, coach-maker. — *Lucy Shearnsmith*, Burwood-mews, Titchbourne-st., Edgeware-road, beershop keeper. — *J. Barrard*, Clare-market, fishmonger. — *J. W. Goulborn*, Cumberland-row, Islington, undertaker. — *James Gordon*, Ward's-place, Hoxton Old-town, blacksmith. — *J. B. Ablett*, Upper College-grove, Camden-town, assistant to a draper. — *Chas. Cole*, Terrace, Yeoman's-row, Brompton, engraver. — *John Copping*, Wenlock-cottages, City-road, theatrical machinist. — *H. A. Cartwright*, Bedford-terrace, St. George's-road, Surrey, out of business. — *R. S. Thomas*, King-st., Kensington, baker.

Court-house, BRISTOL, (City), March 17 at 10.

*James Partridge*, Bristol, silk-mercant. — *John Harris*, Bristol, carver.

Court-house, LINCOLN, (County), April 1 at 10.

*J. Brown*, Louth, cordwainer. — *Benj. Shelton*, St. Grimsby, joiner. — *Robert Miller*, Stamford, shopkeeper. — *John Walker*, jun., Crowland, baker. — *Thos. Watson*, Eagle-moos, near Lincoln, harness-maker. — *F. Grantham*, Boston, tailor. — *John Crummark*, jun., Wroth, near Epworth, agricultural labourer. — *Wm. Arker*, Godney, victualler. — *Wm. Enderby*, Tetney, Great Grimsby, butcher.

Court-house, WELSH POOL, Montgomeryshire, April 4 at 10.

*S. Owen*, Newtown, shopkeeper. — *T. Mansfield*, Barriew, lime burner's clerk. — *John Pugh*, Penahan, farmer. — *Edward Davies*, Fraudorddy, Llanwrthwl, Brecknockshire, farmer. — *G. D. Griffiths*, Llanfyllin, writing clerk.

Court-house, DOUGLETT, Merionethshire, April 1 at 10.

*A. Pugh*, Llandber, lime burner. — *M. Owen*, Pentregrvel, farmer.

Court-house, BODMIN, Cornwall, April 1 at 10.

*James Trevaske*, St. Earth, Ladgvan, tailor. — *John Worden*, Otterham, shoemaker. — *Thos. Hocking*, Menage, near Helston, cordwainer. — *James Barnead*, Liskeard, tailor. — *Edw. May*, Lanivet, innkeeper. — *Henry Trevelton*, Helston, plumber.

Court-house, NOTTINGHAM, (County), April 4 at 10.

*Henry Wright*, Radford, out of business. — *Thos. Holden*, Horsley Woodhouse, Derbyshire, grocer. — *Samuel Walker*, Radcliffe-upon-Trent, out of business. — *B. Gamson*, Gringley, cattle dealer. — *Henry Fox*, Ashborne, Derbyshire, laceman. — *S. Graham*, West Stockwith, Misterton, shopkeeper's assistant. — *D. C. Gregory*, Carrington, Basford, lace maker. — *Saml. Greensmith*, Bramcote, frame smith. — *Nich. Martin*, Stapleford, retailer of beer. — *W. T. Dickinson*, Boston, out

of business.—*Chas. Healey*, Swarkestone, Derbyshire, labourer.—*Jos. Ford*, Worksop, baker.—*Thos. D. Dixon*, Markham-field, out of business.—*E. Sharp*, Newark-upon-Trent, hawk-er.—*Rich. Smedley*, Old Brinsley, labourer.—*Joseph Wilson*, Solstone-rents, collier.—*Benj. Root*, jun., North Wingfield, Derbyshire, miller.—*Chas. Roper*, Birchwood, Derbyshire, blacksmith.—*John Curtis*, Mount Horton, out of business.—*Elis. Milner*, Higham, Derbyshire, retailer of beer.

**Court-house, NOTTINGHAM, (Town), April 4 at 10.**

*S. G. Cooke*, Nottingham, size compost maker.—*J. Manning*, New Lenton, builder.—*Wm. Bishop*, jun., Nottingham, shoemaker.—*Wm. Beestall*, Nottingham, woollen draper.—*D. Addicott*, Nottingham, butcher.—*H. Wheelhouse*, Nottingham, bookbinder.—*Thos. Hall*, Nottingham, frame smith.—*L. O'Hara*, Nottingham, shoemaker.—*Chas. Ashmore*, sen., Nottingham, lace maker.—*W. Miller*, Nottingham, bag hosier.—*John Tuckwood*, Nottingham, butcher.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Elizabeth Thomas*, Bristol, March 16, Moore's, Bristol: 4s. 8d. in the pound.

#### MEETING.

*James James*, Salisbury, Wiltshire, March 29 at 2, Lam- bert & Norton's, Salisbury, sp. affairs.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*Edward William Haslewood*, of Bridgenorth, Shropshire; *Thomas Henry Gem*, of Birmingham, Warwickshire; *George Maxwell Edmonds*, of Oundle, Northamptonshire; *John Marshall*, of Kingston-upon-Hull; *John Frederick Robinson*, of Hadleigh, Essex; *James Benjamin Vickers*, of Manchester; *Wil- ham Gay*, of Wisbeach, Cambridgeshire; *John Har- vey Boys*, of Margate, Kent; *John Hawkey Bingham Carlake*, of Bridgewater, Somersetshire; *John King Watts*, of Saint Ives, Huntingdonshire; *William Brom- ley*, the younger, of Hayling Island, Southamptonshire; *Alfred Baldwin East*, Birmingham, Warwickshire; *Thomas Rawlins*, of Cerne Albas, Dorsetshire.

#### THE LAW LIST FOR 1842.

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\* \* \* These Reports will form a Continuation of those Messrs. Cockburn & Rowe, Perry & Knapp, Knapp & Omb and Falconer & Fitzherbert, and will be printed in a similar sty *S. Sweet*, 1, Chancery-lane, and *Stevens & Norton*, Bell-yas

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# The Jurist

No. 271.

MARCH 19, 1842. *With Supplement, 1s. 9d.*

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		{ F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.

LONDON, MARCH 19, 1842.

## THE COPYRIGHT BILL.

We have often had occasion to comment on the singular looseness with which Bills in Parliament are drawn; but the Bill now before us seems really as if it were intended to shew how entirely reckless of all accuracy, the framer of a Bill may be, without losing parliamentary caste.

With the principle of the Bill, we have nothing to do; we neither applaud nor disapprove it. For though we may have an opinion, whether it is just and expedient, on principle, to extend the term of enjoyment of copyright, yet we conceive it to be so very problematical, whether practically any substantial change will be effected in the interests of authors or the public by the proposed change of the law, that we hold it a matter of very slight importance whether the law is changed or not. But, as members of the community bound by the laws, and still more as lawyers called upon to explain them, we have a wish, and we submit that it is not an unreasonable one, to see laws passed in such a shape, that their objects and effects may be at least intelligible, if they are not absolutely certain. Let us see how far the Bill which is now before the Legislature, for altering the Law of Copyright, fulfils these conditions.

The first material clause (sect. 3) is sufficiently plain. In the case of any book published after the passing of the Act, during the lifetime of the author, it gives the copyright to the author and his assigns, for the life of the author, and twenty-five years afterwards; and if the book be published after the death of the author, then to the proprietor of the manuscript for thirty years from the first publication thereof. Thus much as to books published after the Act. The next section deals with books published before the passing of the Act; and of that also the meaning is to be collected with tolerable certainty, although it is expressed in sin-

gularly circuitous language. As we understand it, it will have this effect: that, where an author has in himself the copyright of his work at the time of the passing of the Act, there, he will, under the Act, have his term extended to the same term as if the Act had been in force when he published his work. But if the copyright was, at the passing of the Act, vested in any person as a purchaser, (the words of the clause are, "in all cases in which such copyright shall belong, in whole or in part, to a publisher or other person, who shall have acquired it *for other consideration than that of natural love and affection*"), then the copyright is to endure only so long as it would have endured under the old law, unless the author, or his personal representative, and the proprietor of the copyright, agree to accept the benefit of the Act, which they may do by registering a minute of such consent under subsequent clauses of the Act.

We now come to the 4th clause, intended it seems to meet the objection taken last year to Mr. Serjeant Talfour's Bill, that, if copyright were greatly prolonged after the death of an author, valuable works might be withdrawn from the public store of information by the scruples of the descendants of such author. This clause therefore, enacts, "that it shall be lawful for the Judicial Committee of her Majesty's Privy Council, on complaint made to them, that the proprietor of the copyright in any book, after the death of its author, has refused to republish or to allow the republication of the same, and that by reason of such refusal such book may be withheld from the public, to grant a license to such complainant to publish such book, in such manner and subject to such conditions as they may think fit; and that it shall be lawful for such complainant to publish such book according to such license."

Now, much as it has been the fashion of late, in law bills, to cut the Gordian knot in all cases of difficulty, by giving a sort of discretionary jurisdiction to the Privy Council, we do not remember any bill in which it has



been thought expedient to vest in any tribunal so wide and vaguely defined an authority. Observe what the duty prescribed to the Judicial Committee is; it shall be lawful for them, "on complaint;" not on complaint supported by affidavits, or other proof, but simply on complaint;—And of what kind of wrong is the complaint to be? Not that the proprietor of the copyright has perversely, and for a lengthened period, refused to permit the republication of his work; not that, it being shewn that he might prudently and advantageously as regarded his own pecuniary interests have republished, he has without any sufficient reason refused to do so, and that, by such continued refusal the public are deprived of the book, and are *de facto* damnified; but simply, "that he has refused; and that by reason of such refusal such book *may* be withheld from the public." So that on any one making a complaint, that the proprietor of a copyright has refused to republish, with or without a particle of evidence as to the causes and extent of such refusal, without any inquiry whether it was founded on the proprietor's just calculations of the commercial inexpediency of then republishing, or whether it was a long continued and perverse refusal; provided the allegation is, that the unfortunate proprietor has refused simpliciter, and further, that by reason of such refusal the book may be withheld from the public, the Judicial Committee will have authority to grant a licence to the complainant to publish the book.

Now, we know very well, that the Judicial Committee would not be likely, in practice, to assume the jurisdiction which, if we are right in the construction of this clause, would be conferred upon it. We know, that it would probably not receive a petition under the Act, without allegations much more material and pertinent to the matter of the injury anticipated to the public, than those which seem alone prescribed by the Bill; and we admit, that it would probably lay down such rules and regulations for governing applications of this nature, as should restrict its own jurisdiction in practice to the case of a specific injury to the public, arising out of the unreasonable and wanton withholding of a book by the proprietor. In other words, we believe, that, the effect of the clause being to enact, that, whenever the proprietor of a copyright refuses to republish it, it shall be lawful for the Judicial Committee to inquire into the matter, and do as it thinks fit, the Judicial Committee would, in consistence with the principles which in modern times govern Courts of Justice, limit the circumstances, under which it would entertain applications, by a reference to the substantial matter of wrong intended to be provided against. But, we submit that, first, it is not usual, in modern times, to arm any Court with such absolute and totally discretionary powers; and secondly, that, if it be the intention of Clause 4 of this Bill so to arm the Judicial Committee, it would be better that it should do so in terms. But if, as we believe, the framers of the Clause had no such intention, then we submit, with great deference, that it will become necessary to re-draw it from beginning to end.

We will next take up the 19th clause. Of this, the marginal note is thus stated: "Copyright in encyclopedias, periodical works, and works published in series, to be in the publisher or conductor thereof; and

proof of payment to the parties employed by him, to be *prima facie* evidence of his property in their articles: proviso, securing the right of authors who have reserved the right of publishing their articles in a separate form." Now, what says the clause itself? "Be it enacted, that, when any publisher or other person shall, before or at the time of the passing of this Act, have projected, conducted, and carried on, or shall hereafter project, conduct, and carry on, any encyclopædia, review, magazine, periodical work, or work published in a series of books or parts, or any book whatsoever; and shall have employed or shall employ any persons to compose the same, or any volumes, parts, essays, articles, or portions thereof, for publication in or as part of the same, and such work, volumes, parts, essays, articles, or portions, shall have been or shall hereafter be composed under such employment, on the terms, that the copyright therein shall belong to such projector, publisher or conductor, and paid for by such projector, publisher or conductor, the copyright in every such encyclopædia, review, magazine, periodical work, and work published in a series of books or parts, and in every volume, part, essay, article and portion so composed and paid for, and such projector, publisher or conductor shall have all the remedies by this Act provided for the proprietors of copyright, shall be the property of such projector, publisher or other conductor, who shall enjoy the same rights as if he were the actual author thereof, and shall have such term of copyright therein as is given to the authors of books by this act\*: Provided always, that nothing herein contained shall alter or affect the right of any person who shall have been or who shall be so employed as aforesaid, to publish any such his composition in a separate form, who, by any contract, express or implied, may have reserved or may hereafter reserve to himself such right; but every author reserving, retaining or having such right, shall be entitled to the copyright in such composition when published in a separate form, according to this Act, without prejudice to the right of such projector, publisher or conductor as aforesaid."

The clause, therefore, in the introductory part, makes the copyright of the projector or conductor of the Encyclopædia, &c., depend on the union of two circumstances: first, his having employed any persons to compose it; and, secondly, the articles, essays, &c., having been composed on the terms that the copyright shall belong to the projector, and be paid for by him. So far, therefore, from directly vesting the copyright in the projector, or from making the payment by him for the separate articles, &c., any evidence of the copyright being in him, it seems to oust, inferentially, his claim to such copyright, unless the articles have been furnished under a specific contract, that he shall have copyright in them. But then follows the concluding proviso, saving the right of an author to preserve to himself, by special contract, the right of separately publishing his contributions. We have, therefore, here, a clause, the first part of which, by inference, leaves the copyright in a contribution to a periodical work in the

\* There is obviously here a misprint; the phrase, "and such projector, publisher, or conductor shall have all the remedies by this act provided for the proprietors of copyright," should come after the concluding words, "by this act."

writer, unless, by contract, he has deprived himself of it; while the latter part, by inference, takes the copyright out of the writer, unless he shall, by specific contract, have reserved it to himself. We do not envy the Judge who shall be called upon to construe, judicially, this clause.

We have passed over the whole of the registry clauses, which require no particular commentary of this character; and we come next, and lastly, to the 28th. This has in view, as it would seem, the giving and regulating of powers to proceed, by way of injunction, to restrain the piracy of works. We would first observe, that there is an obvious oblivion, in the commencement of the clause, (which gives powers to the Lord Chancellor and the Vice-Chancellor), of the fact, that, under and by virtue, and in consequence of a certain act, made and passed, &c., in the last session of the late Parliament, there is now no such person as the Vice-Chancellor, but that there are three Vice-Chancellors. This is, however, a mere trifle, and no otherwise deserving of notice, than as part and parcel of the general inaccuracy which pervades the bill. In substance the clause appears intended to give to the Courts of Equity in England and Ireland, upon application by petition in a summary way, and to the Courts of Common Law in England and Ireland, and certain other Courts, on application by motion in a summary way, supported by affidavit, &c., to make such orders for the issuing of an injunction, or for the continuing and enforcing, or dissolving such injunction, "as, according to the course and practice of each of such Courts respectively, can or may now be made in a suit regularly instituted;" and also to make such order for an account, as, according to the course and practice of each such Court can or may now be made.

We are of course bound to presume, that the framers of the Bill are aware, that, according to the course and practice of the Courts of Common Law, they do not act by way of injunction at all; and that, consequently, to enact, that they shall make such orders for the granting, continuing, or dissolving injunctions, as by their course and practice they now can or may, is to enact, that they shall do nothing. What therefore is the intention of the reference in this clause to the Courts of Common Law, we are at a loss to conceive. With regard to its effect on the practice of the Courts of Equity, it seems intended to give them power to grant injunctions, either *ex parte* or on notice, and the consequential account in matters of literary piracy, in a summary way, without the regular institution of a suit.

Whether this is an improvement or not we shall not now minutely inquire. We will, however, observe, that, as the chief source of expense of obtaining an injunction does not depend in general on the circumstance of a suit being instituted by bill, but on the extent and expense of evidence, and the consequential expenses of the proceedings in Court, the total expense will probably be scarcely diminished by proceeding on petition in a summary way. And with regard to the necessity of summary protection for the owners of copyright, if the present mode of proceeding by *ex parte* injunction is not summary enough to satisfy the most intense craving for protection, we know not how the owners of copyright are to be satisfied.

Our readers will perceive by the Parliamentary Summary, that Lord F. Egerton's Bill, for altering the Law of Marriage, is thrown out. For the present, therefore, Lord Lyndhurst's Act, (5 & 6 Will. 4, c. 54), remains the law as regards marriages within the prohibited degrees. We have not offered in this journal, nor do we mean to offer, any opinion on the question, either of the morality or expediency of the proposed change; but we wish to point out an error which has very much pervaded the whole debate, with respect to the effect of the 5 & 6 Will. 4. It seems to have been assumed by many honorable, but not learned members, that the restriction on marriages between persons within certain degrees of affinity took its rise from the date of that Act only; and that, moreover, that Act was specially directed against marriages between a widower and the deceased wife's sister, or a widow and the deceased husband's brother.—Whereas, in fact, certain marriages, and among others those alluded to, were forbidden, though not void if contracted, by the Statute Law, (see the 25 Hen. 8, c. 22; 28 Hen. 8, c. 7; and 32 Hen. 8, c. 38), as well as by the Canon Law. The Act of 5 & 6 Will. 4 did not profess to prohibit anything *de novo*, but merely to settle the law, and to give force to antecedent prohibitions. It had merely in view, (we speak of course, as lawyers, of the intention to be collected from the Act itself), to make valid those marriages already contracted, which, under the then existing state of the law, were voidable, but not void; and to render in future, absolutely void, marriages within the degrees, which the law then considered as too near, in point either of consanguinity or affinity. The Act does not, in terms, refer to any specific kind of prohibited marriage, but applies to all marriages then prohibited.

#### PARTNERSHIP AS TO THIRD PERSONS.

It is a well-known rule of English law, that several persons may so conduct themselves with reference to a particular business or adventure, as to become mutually liable to the public for the acts of each other, as partners, although, as among themselves, none of the incidents of a partnership may exist. Contracts of partnership may be varied in an infinite variety of ways, so far as the mutual rights of the partners are concerned; but when once the fact of partnership as to third persons is established, the rights and liabilities of the parties, with respect to such third persons, follow as a matter of course, and are governed by uniform and invariable rules. If the contract or dealing between the parties is such as to constitute a partnership between themselves, *a fortiori* it is sufficient to make them liable as partners to the world. Where the contract of partnership does not exist between the parties themselves, one of them may become liable to the world as partner, either by holding himself forth as such, and thereby inducing persons to give credit to the firm, on the assumption that each of its ostensible members is answerable; or by participating in the profits of the business, and thereby enjoying the same advantages which he would enjoy if he were actually, and by agreement with the ostensible members of the firm, a partner. The grounds upon which the liability of an ostensible partner rests are obvious enough; and this class of cases affords scarcely any matter for remark—the question in each case being simply, whether the conduct of the person sought to be charged as partner has been such as to amount to a holding of himself out

as a partner. (See *Spencer v. Billing*, 3 Camp. 310; *Ex parte Matthews*, 3 Ves. & B. 125; *Goode v. Harrison*, 5 B. & Ald. 147; *Parker v. Barter*, 3 J. B. Moore, 226; *Fox v. Clifton*, 4 M. & P. 676). If the party has not held himself out generally as partner, yet he will be liable to any particular person, upon a single representation to him, that he stands in that character. (*De Bertram v. Smith*, 1 Esp. 29). Whether a defendant can be charged as ostensible partner by a plaintiff, who is proved to have been ignorant of such apparent partnership, does not appear to be quite settled. Lord Mansfield, in the case of *Young v. Astell*, (2 Hen. Black. 242), seems to have thought, that the plaintiff's ignorance of the defendant's ostensible character would be immaterial; but as the defendant in that case appeared to have an actual interest as partner, the question did not fairly arise. As the liability of a nominal partner is wholly founded on the circumstance that credit is given on account of his supposed liability, it should seem, on principle, that where it is shown that the creditor could never have relied on such liability, it would not arise. And this view of the rule is sanctioned by what fell from Parke, J., in the case of *Dickinson v. Velpey*, (10 B. & Cr. 140; 5 Man. & Ry. 183), where an attempt was made to fix the defendant with liability as partner in a mining company. The learned Judge said, "If it could have been proved, that the defendant had held himself out to be a partner, not 'to the world,' for that is a loose expression, but to the plaintiff himself, or under such circumstances of publicity as to satisfy a jury, that the plaintiff knew of and believed him to be a partner, he would be liable to the plaintiff in all transactions in which he had engaged, and gave credit to the defendant, upon the faith of his being such partner—the defendant would be bound by an indirect representation to the plaintiff arising from his conduct, as much as if he had stated to him directly, and in express terms, that he was a partner, and the plaintiff had acted upon that statement." And of course, if the plaintiff had notice by himself, or by his partners, before he gave credit to the firm, that the defendant had no real interest in it, that would be sufficient to prevent his succeeding in an action in which the defendant should be joined. (*Alderson v. Pope*, 1 Camp. 404).

With regard to the second class, that of dormant partners, more difficulty exists; for the grounds upon which persons who participate in the profits of a business, are rendered liable to the engagements in that business of the ostensible partners, are by no means settled in a satisfactory manner. "The principle," says a learned writer\*, "upon which this liability is founded, is, that, by sharing the profits, he takes part of the fund to which the creditor has a right to resort for payment; in short, that, as he is to enjoy the profits of the concern if it prospers, he ought to bear its burdens if it does not; according to the well-known maxim, 'qui sentit commodum, sentire debet onus.' It is true, the creditor has not trusted the firm on his responsibility; but, inasmuch as the person whom he has trusted, (i. e. the ostensible trader), is the less able to satisfy the creditor's demand on account of his connexion with the person in question, it is fair that that connexion should entail on the latter the responsibility of partner. The consequence of a contrary doctrine would be, that a man might enjoy nine-tenths of the profits of the business for twenty years, and, in the twenty-first year, when the ostensible trader, impoverished by this exhausting absorption of his income, was no longer able to meet his engagements, the secret partner would come forth from his obscurity, merely to exhibit to the deluded creditors the channel through which the profits of the business, whose known prosperity had induced their confidence, had irretrievably passed away." A different reason was assigned by Lord

Mansfield, in the case of *Hoare v. Dawes*, (1 Dougl. 372); "The law," said that eminent, but not always accurate, judge, "with respect to dormant partners, is not disputed; namely, that they are liable, when discovered; because they would otherwise receive usurious interest without any risk." But it is evident, that the rule is not necessarily connected with any statutory restrictions upon the rate of interest for money, but is a principle of common law, which equally subsists now that the usury laws are suspended, so far as they fetter commercial contracts, as it did when they were in full force. The reason first stated above from Mr. Jarman, is undoubtedly the true one; and has been frequently referred to from the bench, and in text books; yet it is far from being satisfactory, or free from difficulty in its application. It is clear, that, if a business were expected to yield 30% per cent. of annual profit on the capital employed, and on that expectation a capitalist were to advance a large sum to the person carrying on the business, with a stipulation that he should receive 25% per cent. annually upon his money, if the business should yield so much, this would not create a partnership; nor would it now be impeachable upon the ground of usury; and yet, all the mischief that could be apprehended from a dormant partnership would be just as likely to arise in this case as in that put by Mr. Jarman in the passage cited above. Another objection is, that the rule goes far beyond the evil which it is intended to remedy; for if the dormant partner is to be made liable simply on the ground of the withdrawal of the fund to which future creditors would otherwise resort, his liability should not exceed the amount actually received by him, instead of being, as it is, unlimited. But the weakness of the doctrine is principally perceived, when it comes to be applied to contracts for the remuneration of clerks, agents, &c., by a salary proportioned to the profits of the business. Upon the effect of such contracts, the authorities are by no means harmonious or satisfactory. Indeed, so finely have distinctions been drawn, that it has been laid down by Lord Eldon, (*Ex parte Hemper*, 17 Ves. 404), that, "if a man stipulates, as the reward of his labour, that he shall have, not a specific interest in the business, but a given sum of money, even in proportion to a given quantum of the profits, that will not make him a partner; but, if he agrees for part of the profits, as such, giving him a right to an account, though having no property in that capital, he is, as to third persons, a partner." How can a person be entitled to a sum proportioned to the profits, and not have a right to an account? However, nothing more sensible than this can be deduced from the cases. Thus, in *Dry v. Boswell*, (1 Camp. 329), the owner of a lighter having agreed to give the person who worked it one half of the gross earnings for his labour, it was held, that there was no partnership between the two: yet, if taking a share in the net profits is an injury to prospective creditors, surely taking a share in the gross receipts is more so. So, the usual mode of paying seamen in the whale fisheries by a share in the produce, does not make them partners. (*Wilkinson v. Fraser*, 4 Esp. 182; *Mair v. Glennie*, 4 Man. & Sel. 249). But where A. and B., ship agents at different ports, agreed to share the profits of their commissions, and the discount on bills for repairs of ships consigned to them, and sums received for warehouse rent, after deducting one-fifth for warehouse rent, but that each party should bear his own losses, it was held, that this, though not a partnership between the parties, rendered them liable to the world as partners. (*Waugh v. Carver*, 2 H. Bl. 235; See *Geddes v. Wallace*, 2 Bligh, 270; *Green v. Beesley*, 2 Scott, 164; *Bond v. Pittard*, 3 Mee. & W. 357; *Burnell v. Hunt*, 5 Jur. 680).

Mr. Justice Story, in his recent and scientific work on Partnership, has taken great pains to illustrate

\* 7 Jarman's Conveyancing, p. 5.

and defend the distinction laid down by Lord Eldon, but at a length which precludes quotation. We shall content ourselves, therefore, with referring our readers to that work, as well as to Mr. Collyer's valuable chapter on the same subject; and conclude by expressing, with much diffidence, our own opinion, that this point in the law of dormant partnerships has still to be settled by adjudication.

## Imperial Parliament.

### HOUSE OF LORDS.

*Monday, March 14.*

The Lord Chancellor laid on the table a Bill for the Improvement of the Proceedings in Bankruptcy. His Lordship stated, shortly, that it was, in its provisions, like that which had been introduced by the late Lord Chancellor.

### HOUSE OF COMMONS.

*Wednesday, March 16.*

Mr. R. Tennant moved the second reading of the Copyright of Designs Bill in a speech of considerable length.

Dr. Ansell, approving the principle of the Bill, objected to the proposed plan of giving the right of adjudication, in cases of infringement of the copyright, to justices of the peace, persons, in his opinion, not at all qualified; and, on that ground, he feared the Bill would only lead to litigation and embarrassment.

Mr. M. Phillips thought, there would be great difficulty in determining what really were inventions in design; in many cases, designs were brought from France, and then published here as original.

Mr. Heathcote objected also to the machinery of the Bill. By making a certificate given to the owner of a design *prima facie* evidence of its originality, and by other of its details, it would render every manufacturer and shopkeeper in England liable to penalties for invasion of copyright.

The Bill was read a second time, and ordered to be committed for the 15th April.

Lord Malm moved the second reading of the Copyright Bill, which was read a second time, and ordered to be committed on Wednesday, the 23rd.

The debate on the Law of Marriages was resumed; and after a somewhat lengthened discussion, in which Mr. C. Buller, the Chancellor of the Exchequer, and Sir W. Follett took active parts, the Bill was thrown out.

## London Gazette.

**TUESDAY, MARCH 15.**

### BANKRUPTS.

CHARLES PAGE, High-street, and Nottingham-mews, Marylebone, coach type smith and wheelwright, March 18 at 2, and April 26 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sol. Kell, 43, Bedford-row.—Fiat dated March 10.

THOMAS MORRIS, Newbridge, Glamorganshire, grocer and draper, March 26 and April 26 at 2, Commercial-rooms, Bristol: Sols. Short, Bristol; White & Eyre, 11, Bedford-row.—Fiat dated March 8.

JOHN JONES, Liverpool, cordwainer and victualler, March 24 and April 26 at 1, Clarendon-rooms, Liverpool: Sols. Cornthwaite, Liverpool; Cornthwaite, Dean's-court, Doctors'-commons.—Fiat dated March 9.

JOHN DAVINSON BEDFORD, Burton-upon-Trent, Staffordshire, common brewer, March 30 and April 26 at 12, George Hotel, Burton-upon-Trent: Sols. Richardson, Burton-upon-Trent; Hicks & Braikenridge, Bartlett's-bdgs., Holborn.—Fiat dated March 7.

JOHN PARBERY, Northampton, saddler and harness-maker, March 21 and April 26 at 2, Stag's Head Inn, Northampton: Sols. Hall, Northampton; Weller, 8, King's-road, Bedford-row.—Fiat dated March 10.

PETER BOULD, Gvenden, Halifax, Yorkshire, cotton spinner and manufacturer, March 29 at 1, and April 26 at 12, White Lion Inn, Halifax: Sols. Stocks & Macaulay, or L. & R. W. Alexander, Halifax; Emmet & Allen, 14, Bloomsbury-square.—Fiat dated March 8.

STEPHEN PEAKE, Ramsgate, Kent, builder, March 24 at 7, and April 26 at 9, Albion Hotel, Ramsgate: Sol. Smith, 9, Bernard's Inn.—Fiat dated Feb. 26.

JOHN ALEXANDER, Penkilton, Lancashire, common brewer, March 29 and April 26 at 11, Commissioners'-rooms, Manchester: Sols. Slater & Heelis, Manchester; Milne & Co., Harcourt-buildings, Temple.—Fiat dated February 11.

WILLIAM LLOYD, Liverpool, wine and spirit merchant, March 29 and April 26, Clarendon-rooms, Liverpool: Sols. Whitley, Liverpool; Lowe & Co., Southampton-buildings, Chancery-lane.—Fiat dated March 10.

JOSEPH PAGE, jun., Gloucester, carrier by land, halber, and porter-marchant, March 28 and April 26 at 12, Smallbridge's, Gloucester: Sols. Smallbridge's, Gloucester; Jones & Blackland, 7, Crosby square.—Fiat dated March 11.

JOHN FRANKLAND and THOMAS FRANKLAND, Liverpool, merchants, March 29 and April 26 at 3, Commissioners'-rooms, Manchester: Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, 3, Elm-court, Middle Temple.—Fiat dated Jan. 27.

THOMAS FINCH COZENS, Canterbury, builder, March 24 at 12, and April 26 at 1, Gaildshall, Canterbury: Sols. R. & G. Furley, Canterbury; Butterfield & France, 5, Gray's Inn-square.—Fiat dated March 10.

### MEETINGS.

Wm. Peace, Leamington Priory, Warwickshire, builder, April 12 at 1, Lansdowne Hotel, Leamington Priory, pr. div.—John Gilder Shanks, Kingston-upon-Hull, linen-draper, April 6 at 11, George Inn, Kingston-upon-Hull, ch. ass.—J. Sanders, Manor-place, King's-road, Chelsea, baker, March 22 at half-past 11, Court of Bankruptcy, last ex.—Augustus Lines, Irongate-wharf, Paddington, hay-scalesman, March 18 at half-past 11, Court of Bankruptcy, last ex.—Ed. Bright, Picket-st., Strand, draper, March 26 at half-past 1, Court of Bankruptcy, last ex.—John Hall and Samuel Vincent, Saint Mary Axe, wholesale tea and coffee dealers, April 7 at 11, Court of Bankruptcy, last ex.—John Shand, Liverpool, victualler, April 16 at 1, Clarendon-rooms, Liverpool, last ex. and aud. ac.—Edward Raine and John Raine, Bernard Castle, Durham, carpet manufacturers, April 14 at 11, King's Head Inn, Bernard Castle, last ex. and aud. ac.; at 12, div.—John Ruston and John Jackson, St. Paul's Church-yard, commission-agents, April 7 at half-past 11, Court of Bankruptcy, and ac.—R. H. C. Hunt and Ed. O. Smith, Old Broad-st., London, and Hamburg, Germany, merchants, April 7 at 12, Court of Bankruptcy, and ac. joint and sep. est.—Augustus J. Hoffstaedt, Billiter-st., Fenchurch-st., merchant, April 7, at half-past 11, Court of Bankruptcy, and ac.—John Buchke, Terrace, Kensington, tea dealer, April 7 at 12, Court of Bankruptcy, and ac. and div.—Thomas Giles, St. John's-lane, Clerkenwell, wire worker, April 7, at 1, Court of Bankruptcy, and ac.—Robert J. Mahne, Blandford-st., Manchester-sq., grocer, April 6 at 11, Court of Bankruptcy, and ac.—Benj. Peice, Red Lion, Thames-st., New Windsor, Berks, victualler, April 6 at 11, Court of Bankruptcy, and ac.—John C. Adams, Basinghall-st., woollen warehouseman, April 6 at 12, Court of Bankruptcy, and ac.—Wm. I. Law, Manchester, chemist and druggist, April 5 at 11, Commissioners'-rooms, Manchester, and ac.; at 10, div.—J. Wheeler, Princes-st., Hanover-sq., tailor, April 5 at 1, Court of Bankruptcy, fin. div.—Thos. Brown, Bell-yard, Lincoln's-inn, plumber, April 8 at half-past 10, Court of Bankruptcy, div.—Frederick Lock, Three Crown-court, Jewry-st., Aldgate, April 7 at 12, Court of Bankruptcy, div.—J. Coulell, Richmond, builder, April 6 at 12, Court of Bankruptcy, div.—John H. Cassell, Mill-wall, Poplar, naphtha seller, April 6 at 1, Court of Bankruptcy, div.—Thomas B. Jones, Birmingham, leather seller, April 5 at 1, Waterloo-rooms, Birmingham, and ac. and fin. div.—Joseph Butler, Walsall, Stafford, saddlers' ironmonger, April 13 at 11, Swan Inn, Wolverhampton, Stafford, and ac.; at 12, div.—Thomas Wiggerham and Richard Saunders, Birmingham, Warwick, ale and porter merchants, April 13 at 12, Waterloo-rooms, Birmingham and ac.; at half-past 12, fin. div., joint est.; at 1, and ac.; at half-past 1, fin. div., sep. est. of Thos. Wiggerham.—Robert Peart, Newark-upon-Trent, Nottingham, rope maker, April 7 at 11, Castle and Falcon Inn, Newark-upon-Trent, Nottingham, and ac.; at 2, div.—Benjamin Jacques, Standard-hill, Nottingham, John Cotton, Nottingham-park, Nottingham, and Thomas B. Oliver, Quornwood, Leicester, hosiery, April 6 at 12, George the Fourth Inn, Not-

tingham, and. ac.; at 1, div., sep. est. of *Benj. Jacques*.—*Edward Knight*, Southampton, cabinet maker, April 7 at 12, Star Hotel, Southampton, and. ac.; at 1, fin. div.—*Francis Perke*, jun., Stourbridge, Worcester, hatter, April 16 at 11, Vine Inn, Stourbridge, and. ac.; at 12, div.—*Henry Caulier*, Bath, Somerset, nurseryman, April 28 at 11, Castle and Ball Hotel, Bath, pr. d. and aud. ac.; at 1, div.—*Nathaniel Fraley* and *J. E. Merchant*, West-st., Bristol, linen-draper, April 6 at 1, Commercial-rooms, Bristol, div.

#### CERTIFICATES TO BE ALLOWED

*Unless Cause shown to the contrary, on or before April 5.*

*J. Macaire*, Liverpool, merchant.—*J. Worrall*, Sussex-st., Tottenham-court-road, victualler.—*Richard Wilson*, Blyth Tile Sheds, Northumberland, manufacturer of bricks.—*Wm. Wilcocks*, Bracknell, Berks, saddler and harness maker.—*E. Rifeck*, Milton next Sittingbourne, Kent, grocer.—*Benjamin Palmer*, Duke-st., St. James', tailor.—*Geo. Harriot*, Ormalkirk, Lancaster, beer brewer.—*R. Bowley*, Commercial Sale-rooms, Mincing-lane, and Doddington-grove, Newington, broker.—*James Lindsay* and *J. W. Lindsay*, North Shields, Northumberland, grocers.

#### FIAT ANNULLED.

*John Hetherington*, King's Arms-yard, wholesale tea-merchant.

#### SCOTCH SEQUESTRATIONS.

*Archibald Scott*, farmer, Southfield, Haddington.—*John Hutchison*, fleaser, Edinburgh.—*Houston and Potter*, builders, Glasgow.—*Thos. Ramsay*, merchant, Glasgow.—*Charles Hamilton*, Fairholme, Edinburgh.—*J. Wright*, confectioner, Glasgow.—*Macpherson and McNaughton*, distillers, Denny, Strirling.—*Robert Gibbons*, baker, Edinburgh.

#### INSOLVENT DEBTORS.

*Saturday, March 12, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*James Alex. Legender*, Sunderland near the Sea, Durham, master mariner, No. 58,728 C.; *Thos. Taylor* and *Geo. Booth*, assignees.—*Mary Kitchingman*, widow, Broynllis, Brecon, innkeeper, No. 58,785 C.; *Wm. Wood*, assignee.—*William Bishop*, Worcestershire, tailor, No. 58,653 C.; *Wm. Parry*, assignee.—*William Grant Liddaman*, High-street, Kensington, shopman to a pawnbroker, No. 52,569 T.; *John Brooks*, assignee.—*Philip Barnes*, York-place, Pentonville, surveyor, No. 52,250 T.; *Samuel Charles Marsh*, assignee.—*Jos. Lane*, Trafalgar-sq., Stepney, clerk to an engineer, No. 52,551 T.; *Rob. Langton*, assignee.—*John Lawman*, Duke-st., St. James's, tailor, No. 52,456 T.; *Jos. Smith*, assignee.—*John Charge*, Gainford, Durham, butcher, No. 55,846 C.; *R. Clark* and *John Wetherell*, assignees.—*John Larkin*, York, shoemaker, No. 58,391 C.; *Geo. Ramsden*, assignee.—*John Geo. Victor*, Holmes-st., Commercial-road, tide surveyor in the Customs, No. 35,462 T.; *Sam. Sturgis*, gentleman, new assignee, in the room of *Jos. Middleton*, deceased.—*Wm. J. Haynes*, Twickenham, omnibus proprietor, No. 52,651 T.; *J. Eyke*, assignee.—*Fred. Sturmer*, Howland-st., Fitzroy-sq., clerk, No. 52,481 T.; *Jas. Ratcliff*, assignee.—*Jas. Drewett*, Hill-park, Westerham, Kent, gardener, No. 58,370 C.; *Edw. G. Flight*, assignee.—*Wm. Hayward*, Upper Stone-st., Maidstone, Kent, town carter, No. 58,806 C.; *Wm. Bartholomew*, assignee.—*Joseph Barrow*, St. Helen's, Lancashire, provision shopkeeper, No. 58,742 C.; *Sam. Tomlinson*, assignee.—*Ann Storey*, widow, Bishop Wearmouth, Durham, in no business, No. 58,629 C.; *Rich. Spoor*, assignee.—*Dan. Linsley*, South Shields, Durham, baker, No. 58,527 C.; *Thos. Glaholm*, assignee.—*Edw. L. Blew*, Badsey, near Weaham, Worcestershire, labourer, No. 57,681 C.; *Wm. Pitts*, assignee.—*Wm. Carruthers*, Carlisle, solicitor, No. 58,301 C.; *John Birket*, assignee.—*Wm. Hartley*, Bowling, near Bradford, Yorkshire, beer retailer, No. 58,566 C.; *B. Nell*, assignee.—*Jas. Bowker*, sen., Broadway, Ludgate-hill, bootmaker, No. 51,824 T.; *R. E. Warwick* and *Wm. Hen. Main*, assignees.—*Thos. Foster*, Chiswell-st., Middlesex, carpenter, No. 52,494 T.; *Thos. Robinson*, assignee.—*Fred. Robertson*, Wenlock-terr., City-road, woollen draper, No. 52,158 T.; *Wm. Smith*, assignee.—*Geo. Miles*, Broadway, Westminster, assistant to a cheesemonger, No. 52,665 T.; *John Webber*, assignee.—*Alfred Addis*, Sydenham, Kent, of no business, No. 52,564 T.; *John Robins*, assignee.—*Thos. Romney*, Basing-place, Waterloo-bridge-rd., Surrey, printer, No. 52,172 T.; *Chas. Davis*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, April 5 at 9.*

*Rob. King*, sen., Cane-pl., Kentish-town, builder.—*Thos. Hazelton*, Norland-terr., Notting-hill, carpenter.—*John Biggadike*, Blackman-st., Southwark, out of business.—*Denis Saunders*, Park-side, Knightsbridge, clock maker.—*Wm. J. Wright*, Grenville-st., Brunswick-sq., gentleman.—*Thos. J. Hawker*, Cumberland-terr., Camden New-town, tailor.—*J. Humphrey*, Merthyr Tydfil, Glamorganshire, ironmonger.—*Wm. Eman. Harper*, New-street, Dorset-sq., Mary-le-bon butcher.—*Jas. Callow*, Old Quebec-st., Portman-sq., school master.—*Humph. Wm. Ravenscroft*, John-st., West, Blackfriars-road, Surrey, preparer of hair.

*Court-house, DORCHESTER, Dorsetshire, April 5 at 10.*

*Wm. Sherring*, Beaminster, bookseller.—*Walter Clark Lyne Regis*, butcher.—*Wm. Tucker*, Lyne Regis, butcher.—*Jas. Pollett*, sen., Bridport, beer-house keeper.—*Rob. Trevelyan*, Chardmouth, cordwainer.—*Rich. Andrews*, Leigh, butcher.—*Wm. Seward*, Winborne Minster, tailor.

*Court-house, DERBY, Derbyshire, April 7 at 10.*

*Geo. Hodgkinson*, Derby, wheelwright.—*John Waterhouse*, New-mills, joiner.—*Mrs. Hunt*, widow, Worksworth, in no business.—*John Outram*, Eckington, near Chesterfield, shoemaker.

*Court-house, SALISBURY, Wiltshire, April 7 at 10.*

*Wm. Drew*, jun., Salisbury, printer.—*Rich. Harris*, Eastcott, Swindon, tailor.—*W. Biddgood*, Alton Priora, shopkeeper.—*Edw. C. Budd*, Elcombe, in no business.—*Robert Wilson*, Liddington, out of business.—*Wm. Hull*, Salisbury, wheelwright.—*Wm. May*, Corsham-side, Corsham, farmer.—*Wm. West*, Fisherton Anger, victualler.—*Rich. G. Sceats*, Sherston Magna, chemist.—*Hen. Weight*, Malmesbury, watch maker.—*Edw. Thornton*, Amesbury, plumber.—*Wm. Dodd*, Stratton St. Margaret's, cooper.

#### MEETING.

*Rob. Furniss*, Stannington, Ecclesfield, Yorkshire, farmer March 29 at 11, Fernell's, Sheffield, sp. aff.

#### FRIDAY, MARCH 18.

#### DECLARATIONS OF INSOLVENCY.

*HENRY WARNE*, Diss, Norfolk, flax, hemp, and tow spinner and manufacturer.

*GEORGE WOOD*, Portland-street, Poland-street, Middlesex, victualler.

#### BANKRUPTS.

*WILLIAM MACLEOD*, Coleman-street-buildings, merchant, March 24 at 12, and April 29 at 11, Court of Bankruptcy: Off. Ass. Graham; Sols. Wilde & Co., 21, College-hill, Queen-street.—Fiat dated March 14.

*WILLIAM BATEMAN BYNG*, Old Windsor, Berkshire, and Saffron Walden, Essex, engineer and gas manufacturer, March 30 at 2, and April 29 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Nield, Bond-court-house, Walbrook.—Fiat dated March 14.

*DAVID BIDMEAD*, Broad-street, Cheapside, warehouseman and shipping agent, April 2 at half-past 1, and April 29 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sol. Jones, 15, Sise-lane.—Fiat dated March 17.

*ROBERT MILLS*, Heywood, Lancashire, iron-founder, joiner, and builder, April 5 and 29 at 11, Commissioners' rooms, Bolton-le-Moors: Sols. Blair, Manchester; Johnson & Co., Temple.—Fiat dated March 7.

*WILMOT ROBERT BAYNTUN*, Bath, Somersetshire, surgeon and apothecary, March 29 and April 29 at 11, Drake's, Bath: Sols. Drake, Bath; Rickards & Walker, 29, Lincoln's-Inn-fields.—Fiat dated March 10.

*JOHN MATTHEWS*, Ledbury, Herefordshire, builder, March 28 and April 29 at 12, Feathers Inn, Ledbury: Sols. Ellis & Co., Gloucester; Hayward & Webb, Birmingham; W. R. King & Son, 11, Serjeant's Inn, Fleet-street.—Fiat dated Feb. 26.

*WILLIAM BARNES*, Shindcliffe, Durham, fire brick manufacturer, wood sawyer, and dealer in coal dust, April 5 and 29 at 12, Newcastle Arms, Durham: Sols. Maynard, or Maynard & Middleton, Durham.—Fiat dated March 8.

*JOHN POWELL*, Newcastle-under-Lyme, Staffordshire, grocer and flour dealer, March 28 and April 29 at 12, Wheat Sheaf Inn, Stoke-upon-Trent: Sols. Harding, Burslem; Smith, 48, Chancery-lane.—Fiat dated March 8.

**FREDERICK AUGUSTUS WHEELER**, Birmingham, percussion-amp manufacturer, March 29 at 12, and April 29 at 2, Waterloo-rooms, Birmingham: Sols. Harrison, Birmingham; Chaplin, 8, Gray's Inn-square. — Fiat dated March 18.

**JOHN WATSON**, Manchester, mufstin manufacturer, March 28 and April 20 at 10, Commissioners'-rooms, Manchester: Sols. Key & Co., Manchester. — Fiat dated March 18.

**THOMAS WHYLEY WRIGHT** and **GEORGE WILLIAM HYDE**, Nottingham, dyers, March 24 and April 29 at 12, George the Fourth Inn, Nottingham: Sols. W. & S. Parsons, jun., Nottingham; Yallop, 6, Farnival's Inn. — Fiat dated March 15.

**THOMAS CLENT**, St. Helen, Worcester, victualler, March 24 and April 29 at 12, Crosswell's, Worcester: Sols. Crosswell, Worcester; Dryden, 23, Lincoln's-Inn-fields. — Fiat dated March 9.

**JOHN ANDERSON** and **WILLIAM GARROW**, Liverpool, merchants, March 26 and April 29 at 1, Clarendon-rooms, Liverpool: Sols. Duncan & Radcliffe, Liverpool; Adlington & Co., 1, Bedford-row. — Fiat dated March 16.

#### METTINGS.

**Henry R. G. Miller**, Montague-place, Russell-sq., apothecary, March 20 at 1, Court of Bankruptcy, pr. d.—**James H. Heron**, J. S. Heron, J. K. Heron, and A. Heron, Manchester, and Wigan, cotton spinners, April 1 at 3, Commissioners'-rooms, Manchester, pr. d., joint. est.; April 26 at 12, div.; at 1, and. ac. sep. est. of J. K. Heron; April 27 at 12, div.; at 1, and. ac. sep. est. of J. S. Heron; April 28 at 12, div.; at 1, and. ac. sep. est. of J. H. Heron.—**Wm. T. H. Phelps**, Newport, Monmouth, coal-merchant, April 13 at 12, Three Salmons Inn, Uak, ch. ass.—**John Cusinet**, Blackfriars-road, Christchurch, Surrey, jeweller, March 29 at 1, Court of Bankruptcy, last. ex.—**Thomas Harris** and **R. Nicholson**, Barton-upon-Humber, Lincolnshire, bankers, March 24 at half-past 10, Court of Bankruptcy, aud. ac.—**Paul Arman** and **J. G. Christ**, Mark-Jane, foreign and general merchants, April 11 at 12, Court of Bankruptcy, aud. ac.; at half-past 12, div.—**R. Acem** and **R. Wayman**, Barbican, wire workers, April 11 at 1, Court of Bankruptcy, aud. ac.—**R. Rendell**, Newton Abbott, Devon, draper, April 11 at 11, Court of Bankruptcy, aud. ac.; at half-past 11, div.—**B. P. ParLOUR**, Alfred-st., Stepney, victualler, April 9 at 14, Court of Bankruptcy, aud. ac. and div.—**Patrick W. Carter** and **James Jackson**, Brewer-street, Golden-square, woollen drapers, April 9 at 12, Court of Bankruptcy, aud. ac. and div.—**Thomas Benrose**, Spalding, Lincolnshire, grocer, April 14 at 10, White Hart Inn, Spalding, aud. ac.—**Thos. Saunders**, Northampton, linen draper, April 11 at 1, Cross Keys Inn, Northampton, aud. ac.—**Edward Westhead**, Newmarket, Cambridgeshire, **James H. Ford**, Bedford, Cambridgeshire, **Wm. L. Hilton**, Holywell, Flintshire, **Richard Addison**, Preston, and **Robert Gibson**, Bolton-le-Sands, Lancashire, cotton spinners, April 21 at 2, Commissioners'-rooms, Manchester, aud. ac.; April 22 at 1, div. sep. est. of **Robert Gibson**; April 21 at 3, aud. ac.; April 22 at 2, div. sep. est. of **J. H. Ford**.—**Armitstead Sedgwick**, Macclesfield, Cheshire, ironmonger, April 16 at 1, Macclesfield Arms Hotel, Macclesfield, aud. ac.; at 2, fin. div.—**Thomas Ward**, Nottingham, victualler, April 11 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.—**George Shaw**, Wakefield, Yorkshire, grocer, April 15 at 12, Commissioners'-rooms, Leeds, aud. ac.; at 1, first and fin. div.—**R. Drewry**, Perth, Cumberland, banker, April 13 at 12, Crown Hotel, Perth, aud. ac.; at 3, div.—**Stannard Alger**, Reading, Berkshire, cognomen brewer, April 11 at 11, George Inn, Reading, aud. ac.; at 12, div.—**Wm. J. Wardell**, Pickering, Yorkshire, wine merchant, April 11 at 9, Angel Inn, Whitby, div.

#### CERTIFICATES TO BE ALLOWED.

Unless Cause shown to the contrary, on or before April 8.  
**William Baser**, Oxford-street, laceman.—**Edmund Adams**, Elmbridge-st., New Bond-st., lively stable-keeper.—**T. Dars**, New-town, Exeter, builder.—**Henry Clark**, Riest-st., brush-manufacturer.—**Charles S. Evans**, Cornhill, Hammer-smith, master mariner.—**John D. Wells**, George-st., Mansion-house, commission-agent.

#### FIAT ANNULLED.

**Ben. Davies**, jun., Glanchywdog, Llanidloes, Montgomeryshire, flannel manufacturer.

#### SCOTCH SEQUESTRATIONS.

**Thos. and Geo. Stewart**, Edinburgh, grocers.—**D. M. Cor-**

**quodale**, Greenock, baker.—**Dev. Russell**, Sauchinford, Stirling, maltster.—**J. Graham**, Myotshall, Stirling, cattle dealer.—**Ogden and Co.**, Glasgow, cotton spinners.—**Webster and Robb**, Greenock, merchants.—**J. Mitchell**, sen., Blaingowrie, builder.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Monday, April 11 at 9.

**John Desland**, Leathers-lane, Holborn, out of business.—**R. King**, jun., High-st., Camden-town, bricklayer.—**John Grigg**, Red Lion-passages, Red Lion-sq., cab driver.—**Thos. Hoarn**, Chiswick, general dealer.—**Charles Moore**, Broadway, White Horse-court, White Horse-street, Middlesex, furniture broker.—**John Mantle**, Great Suffolk-st., Southwark, pork butcher.—**Edw. Malhe**, Brixton-road, out of business.—**Wm. Barnett**, Mount-st., Walworth, out of business.—**Wm. Wright**, Bowling-st., Westminster, and Maiden-lane, Covent-garden, carpenter.—**Rob. M. Hague**, Richmond-green, ginger beer manufacturer.

Court-house, HERTFORD, Hertfordshire, April 8 at 10.

**Chas. King**, Chipping Barnet, corn merchant.—**Jas. King**, Chipping Barnet, corn dealer.—**Lucy Lee**, Redbournebury-mill, Redbourne, servant.—**Geo. Fry**, Hertford, coach builder.

Court-house, WINCHESTER, Hants, April 11 at 10.

**Chas. P. Gover**, Portsea, lime burner.—**Maris Hastings**, Portsea, nurse.—**Wm. Telfree**, Overton, Southamptonshire, labourer.—**John Douglas**, Winchester, boot maker.—**William Lambert**, Newport, Isle of Wight, bookbinder.—**Wm. Vallon**, Southwick, Southampton, boot maker.—**Thos. H. Hayward**, Winchester, watch maker.—**Wm. Hall**, Petersfield, Southampton, wheelwright.—**John Hannington**, Emsworth, Southampton, fishmonger.—**J. Hartridge**, sen., Ventnor, Isle of Wight, carrier.—**John Irvine**, Gosport, Southampton, dealer in tea.—**Wm. Billett**, Overton, victualler.—**Chas. Nickolls**, jun., Aldershot, Southamptonshire, bricklayer.—**Geo. Romney**, Kingston, Portsea, plumber.—**Wm. Rann**, Boldre, New Forest, Southamptonshire, vendor of fire wood.—**Alf. Dwyer**, Southampton, carpenter.—**Joseph Janaway**, Mayart, general dealer.—**Amelia Namith**, widow, South Stoneham, Southampton, housekeeper.—**Rob. Hyslop**, jun., Gosport, Southampton, in no business.—**Wm. B. A. Wilkie**, Gosport, brewer.—**Robert Hancock**, Longham, Hampshire, Southamptonshire, journeyman carpenter.—**Samuel Jurd**, Fareham, Southamptonshire, brewer.—**Thos. Moore**, Hartley Wintney, Southamptonshire, harness maker.—**Jos. Corps**, Overton, Southamptonshire, boot maker.—**Edw. Barter**, Christchurch, Southamptonshire, brick-layer.

Court-house, SOUTHAMPTON, April 9 at 10.

**Jas. Weeks**, Shirley, near Southampton, wipe merchant.—**Wm. Henley**, Southampton, carpenter.

Court-house, STAFFORD, Staffordshire, April 11 at 10.

**Thomas Chayman**, Longton, Stoke-upon-Trent, brewer.—**Thos. Henshaw**, Penkridge, victualler.—**J. Woolrich**, Woolverhampton, watch maker.—**Edw. Williams**, Horley-heath, Tipton, commercial traveller.—**Jas. Rogers**, Felsall, near Walsall, butcher.—**John Minshall**, Uttoxeter, attorney's clerk.—**Sarah Banks**, widow, Rugeley, fishmonger.—**Henry Dawson**, Stafford, hair dresser.—**M. O'Brien**, Bramley, Kingswinford, time keeper.—**John Jones**, Woolverhampton, tailor.—**Thomas White**, Hanley, Stoke-upon-Trent, earthenware manufacturer.—**Wm. Bromley**, Stoke-upon-Trent, out of business.—**John Wapell**, jun., Cosely, Sedgely, out of business.—**J. Hunt**, Handsworth, in no business.—**Wm. Sutton**, Bilston, hatter.—**Rob. Stevenson**, Stoke-upon-Trent, saddler.—**Nich. Roper**, Walsall, chain maker.—**Benjamin Higginson**, Woolverhampton, out of business.—**Hen. Lynex**, Walsall, plater.—**S. Scarlett**, Stafford, carrier.—**Edm. Denham**, Walsall, schoolmaster.—**R. Brain**, Hixon, sawyer.—**Rich. Cox**, Sedgely, farmer.—**Rich. Clarke**, Woolverhampton, car driver.—**W. Catterall**, Smethwick, Harborne, licensed to let post-horses.—**Geo. T. Taylor**, Stoke-upon-Trent, agent to the Stoke, Fenton, and Longton Gas Light Company.—**Edw. Jessop**, Harborne, in no business.—**Wm. Carter**, Burslem, harness maker.

#### INSOLVENT DEBTORS' DIVIDENDS.

**Wm. Walduck and Sons**, Rush-lane, Cannon-st., skinner and furriers, March 23, 30, April 6, 13, at 11 and 1, Wontner's, Tibberton-sq., Lower-road, Islington: 1d. in the pound.—**Samuel Shenton**, Leicester, plate manufacturer, March 28, Pageta and Kirby's, Leicester: 1s. 8½d. in the pound.



## MEETINGS.

*Walter N. Hales*, Bilston, Staffordshire, coal and royalty master, April 15 at 4, Swan Inn, Moxley, near Bilston, sp. aff.  
*J. Walters*, sen., Reading, Berkshire, April 6 at 1, Hardy's, Reading, sp. aff.

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**THE ANNUAL EXAMINATION for the DEGREE of BACHELOR of LAWS** is appointed to commence on **MONDAY, the 14th November.**

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*Somerset House, 14th March, 1842.*

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# The Jurist

No. 272.

LONDON, MARCH 26, 1842.

PRICE 1s.

\* \* *The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—*

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LONDON, MARCH 26, 1842.

It has occurred to us, that we should render an acceptable service to many of our readers, particularly to those who have not yet had much opportunity of watching the proceedings of Parliament, if we were to point out, as briefly as possible, some of the more prominent points in the practice of the House of Commons in regard to public Bills; for, we believe, that many, even among lawyers, find themselves frequently at a loss correctly to estimate the state of proceedings in Parliament, in regard to those measures in which they take interest, owing to their attention not having been directed to any safe sources of information explaining the course of Parliamentary proceedings. In drawing up the following very brief heads, we have consulted chiefly Mr. HATFIELD's elaborate work, on Parliamentary Proceedings, and a concise Epitome, on the same subject, by Mr. HAMMOND, published in 1825, to which we refer those of our readers who wish more ample information.

The first step to a public Bill, unless it be a Bill of Supply, or of Charge upon the subject, is a motion for leave to bring it in; this may be made by any Member who thinks fit. The introduction of the Bill may be, though it is not usually, opposed on the motion for leave to bring it in (as was the case on the very recent motion for leave to bring in a Bill for altering the Law of Marriage). If the House reject the motion, the Bill must then be dropped for that Session. If the House assent, it is ordered to be prepared and brought in.

It is prepared by being drawn out on paper with blanks, for such matters as must be inserted by Parliament, such as dates, penalties, and the like.

It is then presented to the House, and must pass through five distinct stages, viz. first, the first reading; secondly, the second reading; thirdly, commitment; fourthly, third reading; and, fifthly, motion, that it do pass.

The Bill may be, and usually is, read the first time on its being presented; but it may be ordered to be read for the first time on a subsequent day. The second reading is usually appointed for a subsequent day, but it may immediately follow the first.

After the second reading, the Bill is committed, viz. referred to a committee; which may consist of a certain number of members selected by the House; or of all the members; and it is then called a committee of the whole House: and this is done by the Speaker, in consequence of a motion to that effect, leaving the chair; whereupon, another member being appointed chairman, the House then sits and debates as a committee. The Speaker may sit and debate in such committee as a private Member.

In committee, the Bill is debated clause by clause; amendments are made; blanks filled up; and though it is generally understood, that the proper function of a committee is to discuss and settle the details of a Bill whose principle has been adopted by the House, yet, in fact, the Bill may obviously, and sometimes is, wholly changed in committee by a succession of alterations affecting all the material clauses.

After the Bill has gone through the committee, the chairman reports it, as altered therein, to the House; and the House then reconsiders the whole Bill. The question is put on every clause and amendment; and it is open to members, at this stage, again to debate, clause by clause, the whole of the Bill.

When the House has agreed, finally, to the Bill, as amended by the committee, or as altered by amendments of its own, it is ordered to be ingrossed, which is done by writing it, in an ingrossing hand, on slips or rolls of parchment. It is then to be read a third time; and, on the motion for this reading, it may again be opposed, in whole or in part. If the Bill be read a third time, the Speaker finally puts the question, whether it shall pass; and if that question be determined in the

affirmative, the title of the Bill is settled, and it is then carried up to the House of Lords, where it passes through the same, or nearly the same, forms, as in the House of Commons.

When the House makes an amendment after the Bill is ingrossed, the additional matter is, in bills not of supply or charge, made by adding a rider, or additional piece of parchment to the roll, on which the additional matter is ingrossed. But, on bills of supply, or charge on the subject, the proposition for the charge must be referred to a committee of the whole House, and reported on by such committee; in other words, no resolution or vote can pass for imposing a charge on the subject, which is not founded on the report of a committee of the whole House; and that, whether to charge the subject is the sole object of the Bill, or that of a particular clause only; and whether the charge is by way of tax, or of penalty for an offence; and whether such imposition is direct or indirect. Hence, if any additional charge is proposed after the report on a Bill, such charge cannot be imposed by a rider; but the Bill must be re-committed. But the particular clause only, in which the additional charge is to be introduced, need be re-committed.

#### *With regard to the Mode of conducting the Proceedings.*

It is a rule, that no member should speak twice to the same question; this rule is, however, constantly evaded, if not broken, by the practice of informing the House of a fact, or explaining; under cover of which modes of proceeding, few who pay attention to the proceedings in Parliament are unaware, that, practically, members speak much more than once to the same question. According to the strict rules of the House, every member is entitled to be heard without interruption; and it is the duty of the Speaker to endeavour, by the exercise of his interposition, to procure for him an attentive hearing. This rule, is also practically neglected; and has been, in fact, obsolete for more than two centuries, as appears from the following story, related in Mr. Hatsell's *Precedents*, vol. 2, 107:—"Serjeant Heale speaking, said, 'the Queen hath as much right to all our lands and goods as to the revenue of her crown;' at which all the House hemmed and laughed and talked. 'Well,' quoth Serjt. Heale, 'all your hemming shall not put me out of countenance.' So Mr. Speaker stood up and said, 'It is a great disorder that this should be used, for it is the ancient use of every man to be silent when any one speaketh, and he that is speaking should be suffered to deliver his mind without interruption;' so the Serjeant proceeded, and when he had spoken a little while, the House hemmed again, and so he sat down." (A. D. 1601).

The modern practice of the House appears to be in accordance with this precedent; that is, every member is entitled to a patient hearing when he can obtain it, and no longer.

To obtain the sense of the House on any question, the practice is, that the member who desires it, frames his question in writing, and delivers it to the Speaker, who, when the member has moved it, and it has been seconded, preposes it to the House, and the House is then said to be in possession of the question; and that question cannot afterwards be withdrawn, but by

leave of the House. When the House wishes, however, to get rid of a question without giving any opinion upon it, it cannot be done by moving any other question; because, regularly, that question which is first moved and seconded is to be first put; and, therefore, the question which it is sought to get rid of has precedence over every other. But there are three ways of obtaining the object of dismissing the question before the House, for that day at least. The first is by some member moving an adjournment; the second, by his moving that the orders of the day be read; and the third, by moving the previous question.

The motion to adjourn has this effect, because it takes precedence of any motion or question before made or proposed. But it must be simply to "adjourn," and not to adjourn to any particular day. The next mode, by moving the orders of the day, is for the orders generally, and not for any particular order; and, if carried, the orders of the day are to be read, and proceeded on in the order in which they stand. The principle on which the motion for the orders of the day puts an end, if carried, to any question before the House, seems, that *prima facie*, the orders or regular business of the day take precedence of all other proceedings; for, if the House is proceeding, not on a special question, but on one of the orders of the day, then that proceeding cannot be interrupted by a motion for the orders of the day. The third mode, though somewhat mystic and unintelligible at first sight, is, in reality, very simple. "The effect of it, says Mr. Hatsell, (Vol. 2, p. 115), is only to put off the coming to that question at that time, and is in these words: 'that this question be now put.' If the previous question is negatived, so as to put off the main question to another day, the same question, though altered in words, if not essentially and substantially altered in matter, ought not to be put again that day." Moving the previous question is, therefore, in effect, putting to the House as a preliminary question, whether the question, then in course of debate, shall be put at all; and, of course, if the preliminary inquiry be answered in the negative, the subsequent one falls to the ground.

### Imperial Parliament.

#### HOUSE OF LORDS.

*Monday, March 21.*

The Lord Chancellor laid on the table a Bill to define the Jurisdiction of Justices at General Quarter Sessions of the Peace.

#### ABSTRACT OF A BILL FOR THE AMENDMENT OF THE LAW OF BANKRUPTCY.

Sect. 1. Whereas it is expedient to amend the law of bankruptcy: And whereas by an act passed in the 1 & 2 Will. 4, [c. 56], intituled "An Act to establish a Court in Bankruptcy," various alterations were made in the administration of the law of bankruptcy, which have by experience been found beneficial, and it is advisable to extend the provisions and regulations contained in the said act: Be it therefore enacted, &c., That the provisions of this act, unless where otherwise herein specially provided, shall commence and take effect from and after the — day of — next.

2. Laws at variance with this act repealed.

3. Petitioning creditor's bond may be dispensed with if the Lord Chancellor shall think fit; and in such case it shall be lawful to issue the fiat without any such bond having been given.

4. That every fiat in bankruptcy granted after the commencement of this act shall, after the granting of such fiat, be forthwith issued and transmitted by the Lord Chancellor's secretary of bankrupts, in such manner as the Lord Chancellor by any general or other order shall direct, to the court to which such fiat shall be directed under and by virtue of the powers of any act now in force or of this act: Provided always, that no such fiat shall be issued to the petitioning creditor, or his attorney or agent.

5. Person against whom a fiat in bankruptcy has issued, on proof of probable cause for believing that he is about to quit England, or to remove or conceal his goods with intent to defraud creditors, may be arrested under the warrant of the court authorized to act in the prosecution of such fiat.

6. That it shall be lawful for any person arrested upon any such warrant, or for any person whose books, papers, monies, securities for monies, goods, or chattels have been seized under any such warrant, to apply at any time after such arrest or seizure to such court for an order or rule on the petitioning creditor named in such fiat to shew cause why the person arrested should not be discharged out of custody, or why his books, papers, monies, securities for monies, goods, and chattels should not be delivered up to him; and that it shall be lawful for such court to make absolute or discharge such order or rule, and to direct the costs of the application to be paid by either party: Provided that any such order may be discharged or varied by the Court of Review, on application made thereto by either party dissatisfied with such order.

7. That no person shall be liable to become bankrupt by reason of any act of bankruptcy committed more than twelve months prior to the issuing of any fiat in bankruptcy against him.

8. That no fiat in bankruptcy shall be deemed invalid by reason of any act of bankruptcy of the person against whom the adjudication of bankruptcy thereunder shall be made having been concerted or agreed upon between the bankrupt and any creditor or other person, save and except where any petition to supersede a fiat for any such cause shall have been already presented, and shall be now pending.

9. That the amount of the debt or debts of any creditor or creditors petitioning for a fiat in bankruptcy shall hereafter be as follows, that is to say, the single debt of such creditor, or of two or more persons being partners, petitioning for the same, shall amount to 50*l.* or upwards; and the debt of two creditors so petitioning shall amount to 70*l.* or upwards, and the debt of three or more creditors so petitioning shall amount to 100*l.* or upwards; and that every person who has given credit to any trader upon valuable consideration for any sum payable at a certain time, which time shall not have arrived when such trader committed an act of bankruptcy, may so petition or join in petitioning as aforesaid, whether he shall have had any security in writing for such sum or not.

10. That all livery-stable-keepers, coach-proprietors, carriers, ship-owners, auctioneers, apothecaries, market-gardeners, cow-keepers, brick-makers, alum-makers, lime-burners, and millers, shall be deemed traders, and subject and liable as traders to this and to the other statutes relating to bankrupts.

11. That if any creditor of any trader, within the meaning of this or any other statute relating to bankrupts now or hereafter to be in force, shall file an affidavit in the court authorized as hereinafter provided to act in the prosecution of fiats in bankruptcy in the district (to be described as hereinafter mentioned) in which such debtor shall reside, or in the Court of Bankruptcy if such debtor shall not reside in any such district, in the form specified in schedule hereunto annexed, (A. No. 1), of the truth of his debt, and of the debtor, as he verily believes, being such a trader as aforesaid, and of the delivery to such trader, personally, of an account in writing of the particulars of his demand, with a notice thereunder requiring immediate payment thereof, in the form specified in the said schedule, (A. No. 2), it shall be lawful for the court in which such affidavit shall be filed, as the case may be, to issue a summons in writing, in the form specified in the said schedule, (A. No. 3), calling upon such trader to appear before such court, and stating in such summons the purpose for which such trader is called upon by such summons to appear as hereinafter provided.

12. That upon the appearance of any such trader so summoned as aforesaid, it shall be lawful for such court to require such trader to state whether or not he admits the demand of such creditor so sworn to as aforesaid, or any and what part thereof, and if such trader shall admit such demand or any part

thereof, to reduce such admission into writing, in the form specified in the schedule hereunto annexed, (B. No. 1), and such admission so reduced into writing such trader is hereby required to sign, and the same is thereupon to be filed in such court; and it shall also be lawful for such court to allow such trader upon his said appearance to make a deposition upon oath, in writing under his hand, to be filed in such court, in the form specified in the said schedule, (B. No. 2), that he verily believes he has a good defence to the said demand, or to some and what part thereof.

13. That if any such trader so summoned as aforesaid shall not come before such court at the time appointed (having no lawful impediment made known to and proved to the satisfaction of the court at the said time, and allowed); or if any such trader, upon his appearance to such summons as aforesaid, shall refuse to admit such demand, and shall not make a deposition, in the form herein-before mentioned, that he believes he has a good defence to such demand, then and in either of the said cases, if such trader shall not within twenty-one days after personal service of such summons pay, secure, or compound for such demand to the satisfaction of such creditor, or enter into a bond, in such sum and with two sufficient sureties as such court shall approve of, to pay such sum as shall be recovered in any action which shall have been brought or shall thereafter be brought for the recovering of the same, together with such costs as shall be given in such action, every such trader shall be deemed to have committed an act of bankruptcy on the twenty-second day after service of such summons, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such affidavit.

14. That if any such trader so summoned as aforesaid shall, upon his appearance before such court, refuse to sign the admission in that behalf required as aforesaid, whatever may be the nature of his statement, or whether he makes any statement or not, it shall be deemed, for the purposes of this act, that every such trader thereby refuses to admit such demand: Provided always, that it shall be lawful for such court, upon reasonable cause shewn, to enlarge the time for calling upon such trader to state whether or not he admits such demand, or any part thereof, for such time as such court shall think fit.

15. That if any such trader so summoned as aforesaid upon his said appearance shall sign an admission of such demand in the form aforesaid, and shall not, within twenty-one days next after the filing of such admission, pay, or tender and offer to pay, to such creditor the amount of such demand, or secure or compound for the same to the satisfaction of the creditor, every such trader shall be deemed to have committed an act of bankruptcy on the twenty-second day after the filing of such admission, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such affidavit.

16. That if any such trader so summoned as aforesaid shall upon his said appearance sign an admission for part only of such demand in the form aforesaid, and shall not make a deposition, in the form herein-before required, that he believes he has a good defence to the residue of such demand, then and in such case, if such trader, as to the sum so admitted, shall not, within twenty-one days next after the filing of such admission, pay, or tender and offer to pay, to such creditor the sum so admitted, or secure or compound for the same to the satisfaction of the creditor, and, as to the residue of such demand, shall not, within twenty-one days after personal service of such summons, pay, secure, or compound for the same to the satisfaction of such creditor, or enter into a bond, in such sum and with two sufficient sureties as such court shall approve of, to pay such sum as shall be recovered in any action which shall have been brought or shall thereafter be brought for the recovery of the same, together with such costs as shall be given in such action, every such trader shall be deemed to have committed an act of bankruptcy on the twenty-second day after service of such summons, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such affidavit.

17. Admission of debt signed elsewhere than in court, if attested by attorney of the trader in the form required, may be filed, and have the same force as an admission signed by a trader on his appearance in court under the summons.

18. Trader summoned on affidavit of debt to have such costs as the court shall think fit.

19. That in every action brought after the commencement of this act, wherein any such creditor is plaintiff and any such trader is defendant, and wherein the plaintiff shall not recover the amount of the sum for which he shall have filed an affidavit

of debt under the provisions of this act, such defendant shall be entitled to costs of suit, to be taxed according to the custom of the court in which such action shall have been brought, provided that it shall be made appear to the satisfaction of the court in which such action is brought, upon motion to be made in court for that purpose, and upon hearing the parties by affidavit, that the plaintiff in such action had not any reasonable or probable cause for making such affidavit of debt in such amount as aforesaid, and provided such court shall thereupon, by a rule or order of the same court, direct that such costs shall be allowed to the defendant; and the plaintiff shall, upon such rule or order being made as aforesaid, be disabled from taking out any execution for the sum recovered in any such action unless the same shall exceed, and then in such sum only as the same shall exceed, the amount of the taxed costs of the defendant in such action; and in case the sum recovered in any such action shall be less than the amount of the costs of the defendant to be taxed as aforesaid, that then the defendant shall be entitled, after deducting the sum of money recovered by the plaintiff in such action from the amount of his costs so to be taxed as aforesaid, to take out execution for such costs in like manner as a defendant may now by law have execution for costs in other cases.

20. That if any plaintiff shall recover judgment in any action personal in any of her Majesty's courts of record against any such trader, and shall be in a situation to sue out execution upon such judgment, and there be nothing due from such plaintiff by way of set-off against such judgment, and such trader shall not, within twenty-one days after notice in writing personally served upon him requiring immediate payment of such judgment debt, pay, secure, or compound for the same to the satisfaction of such plaintiff, he shall be deemed to have committed an act of bankruptcy on the twenty-second day after service of such notice: Provided always, that if such execution shall in the meantime be suspended or restrained by any rule, order, or proceeding of any court of justice having jurisdiction in that behalf, no further proceeding shall be had on such notice, but that it shall be lawful nevertheless for such plaintiff, when he shall again be in a situation to sue out execution on such judgment, to proceed again by notice in manner before directed.

21. Trader disobeying order of any court of equity, or order in bankruptcy or lunacy, for payment of money, after service of order for payment on a peremptory day fixed, an act of bankruptcy; after personal notice of such order twenty-one days before the day fixed therein for payment, shall be deemed to have committed an act of bankruptcy on the twenty-second day after the service of such order.

22. That if any such trader shall file in the office of the Lord Chancellor's Secretary of Bankrupts a declaration in writing (in the form of Schedule (D.) herewith annexed), signed by such trader, and attested by an attorney or solicitor, that he is unable to meet his engagements, every such trader shall be deemed thereby to have committed an act of bankruptcy at the time of filing such declaration: Provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such declaration; and a copy of such declaration, purporting to be certified by the said secretary or his clerk as a true copy, shall be received as evidence of such declaration having been filed.

23. That before notice of any adjudication of bankruptcy shall be given in the London Gazette, and at or before the time of putting in execution any warrant of seizure which shall have been granted upon such adjudication, a duplicate of such adjudication shall be served on the person so adjudged bankrupt personally, or by leaving the same at the usual place of abode of such person, and that such person shall be allowed five days from the service of such duplicate to shew cause to the court authorized to act in the prosecution of the fiat under which such adjudication shall have been made, against the validity of such adjudication; and that, if such person shall within the time hereby allowed in that behalf shew to the satisfaction of such court that the petitioning creditor's debt, trading, and act of bankruptcy upon which such adjudication shall have been grounded, or that any or either of such matters are insufficient to support such adjudication, such court shall thereupon cause a memorandum in writing to be filed with the proceedings under such fiat, that such adjudication is annulled, and the same shall thereby be annulled accordingly; but if at the expiration of the said time no cause shall have been shewn to the satisfaction of such court for the annulling of such adjudication, such

court shall forthwith after the expiration of such time cause notice of such adjudication to be given in the London Gazette and shall thereby appoint two public sittings of such court for the bankrupt to surrender and conform, the last of which sittings shall be on a day not less than thirty days and not exceeding sixty days from such advertisement, and shall be the day limited for such surrender: Provided always, that if such person so adjudged bankrupt shall, after such adjudication, and before the expiration of the time so allowed for shewing cause as aforesaid, surrender to such fiat, and give his consent, testified in writing under his hand before such court, to such adjudication, and that the same may be advertised, such court after such consent so given as aforesaid, shall forthwith cause notice of such adjudication to be advertised, and appoint the sittings for the bankrupt to surrender and conform in manner aforesaid; and such person so adjudged bankrupt shall be free from arrest or imprisonment by any creditor in coming to surrender, and after such surrender during the time by this act limited for such surrender, and such further time as shall be allowed him for finishing his examination, provided he was not in custody at the time of such surrender; and if such bankrupt shall be arrested for debt or on any escape warrant in coming to surrender, or shall after his surrender be so arrested within the time aforesaid, he shall, on producing his summons signed as required by this act to the officer who shall arrest him, and giving such officer a copy thereof, be immediately discharged; and if any officer shall detain any such bankrupt after he shall have shewn such summons to him, such officer shall forfeit to such bankrupt, for his own use, the sum of 5*l.* for every day he shall detain such bankrupt, to be recovered by action of debt in any court of record at Westminster, in the name of such bankrupt, with full costs of suit; and it shall be lawful for the court authorized to act in the prosecution of such fiat, at the time appointed for the last examination of the bankrupt, or any enlargement or adjournment thereof, to adjourn such examination sine die; and he shall be free from arrest or imprisonment for such time not exceeding three months as such court shall from time to time by indorsement upon the summons of such bankrupt appoint, with like penalty upon any officer detaining such bankrupt after having been shewn such summons.

24. If the bankrupt shall not within a limited time proceed to dispute the fiat, and prosecute his proceeding with diligence and effect, the Gazette to be conclusive evidence of the bankruptcy as against the bankrupt, and against persons whom the bankrupt might have sued had he not been adjudged bankrupt saving present rights for which any proceedings are pending.

25. Provision for debtor to the bankrupt's estate paying the debt into court, when sued by the assignees within the time for bankrupt to dispute; and if within that time the bankrupt shall not have commenced such action, suit, or other proceeding as aforesaid, and prosecuted the same with due diligence, the money shall be paid out of court to the assignees, but otherwise shall abide the event of such action, suit, or other proceeding as aforesaid.

26. That it shall be lawful for the court authorized to act in the prosecution of any fiat in bankruptcy, whenever such court shall think fit, at or after the sitting appointed for the last examination of the bankrupt named in such fiat, to audit the assignee's accounts, and to make a declaration of dividend under such fiat, subject nevertheless to such advertisement and such other provisions relating to such audits and dividends as are now required in respect of audits and dividends under bankrupts' estates, except such provisions as relate to the limitation of time in any manner respecting such audits and dividends, or the appointment thereof.

27. Court may order three months' wages or salary to clerks or servants.

28. Court may order two weeks' wages to labourer or workman.

29. Distress not to be available for more than six months' rent due; the landlord to prove for the residue.

30. That in all cases where it shall be made to appear to the satisfaction of the court authorized to act in the prosecution of any fiat in bankruptcy, that there is reason to suspect and believe that property of any bankrupt is concealed in any house, premises, or other place not belonging to such bankrupt, such court is hereby directed and authorized to grant a search warrant to any person appointed by the court in which the adjudication against such bankrupt shall have been made, and it shall be lawful for such person to execute such warrant according to

the tenor thereof; and such person shall be entitled to the same protection as is allowed by law in execution of a search warrant for property reputed to be stolen or concealed.

31. That, if any person adjudged bankrupt after the commencement of this act shall at the time of his bankruptcy be a member of a firm, it shall be lawful for the court authorized to act in the prosecution of the fiat against such bankrupt to authorize the assignee to commence or prosecute any action at law or suit in equity in the name of such assignee and of the remaining partner, against any debtor of the partnership, and such judgment, decree, or order may be obtained therein as if such action or suit had been instituted with the consent of such partner, and if such partner shall execute any release of the debt or demand for which such action or suit is instituted such release shall be void: Provided that every such partner shall have notice given him of such action or suit before the same shall be so commenced, and, if no benefit is claimed by him by virtue of the said proceedings, shall be indemnified against the payment of any costs in respect of such action or suit, in such manner as such court upon his application shall direct; and that it shall be lawful for such court, upon the application of such partner, to direct that he may receive so much of the proceeds of such action or suit as such court shall direct.

32. That, if any person adjudged bankrupt after the commencement of this act shall not before three of the clock upon the day limited for the surrender of such bankrupt, after notice thereof in writing to be left at the usual place of abode of such person, or personal notice in case such person be then in prison, and notice given in the London Gazette of the issuing of the fiat, and of the sittings of the court authorized to act in the prosecution of the fiat against him, surrender himself to such court, and sign or subscribe such surrender, and submit to be examined before such court from time to time upon oath; or if any such bankrupt, upon such examination, shall not discover all his real and personal estate, and how, and to whom, upon what consideration, and when he disposed of, assigned, or transferred any of such estate, and all books, papers, and writings relating thereunto (except such part as shall have been really and bona fide before sold or disposed of in the way of his trade, or laid out in the ordinary expense of his family); or if any such bankrupt shall not upon such examination deliver up to the said court all such part of such estate, and all books, papers, and writings relating thereunto, as shall be in his possession, custody, or power (except the necessary wearing apparel of himself, his wife, and children); or if any such bankrupt shall remove, conceal, or embezzle any part of such estate to the value of ten pounds or upwards, or any books of account, papers, or writings relating thereto, with intent to defraud his creditors; every such bankrupt shall be deemed guilty of felony, and be liable to be transported for life, or for such term, not less than seven years, as the court before which he shall be convicted shall adjudge, or shall be liable to be imprisoned, with or without hard labour, in any common gaol, penitentiary house, or house of correction, for any term not exceeding seven years.

33. Court may enlarge the time for the bankrupt surrendering himself.

34. A bankrupt, after an act of bankruptcy, or in contemplation of bankruptcy, and after commencement of this act, destroying or falsifying, &c., any of his books, &c., or making false entries in any book of account or other document, to be deemed guilty of a misdemeanor, and liable to imprisonment, with or without hard labour.

35. Bankrupt within three months of his bankruptcy and after commencement of this act, having obtained goods on credit under false pretence of dealing in the ordinary course of trade, or removing, concealing, &c., goods so obtained, guilty of a misdemeanor.

36. That every bankrupt who shall have duly surrendered under a fiat issued after the commencement of this act, and in all things conformed himself to the laws in force at the time of issuing the fiat against him, shall be discharged from all debts due by him when he became bankrupt, and from all claims and demands made proveable under the fiat, in case he shall obtain a certificate of such conformity so signed and allowed, and subject to such provisions as hereinafter mentioned; and no certificate of such conformity by any such bankrupt shall release or discharge such bankrupt from such debts, claims, or demands, unless such certificate shall be obtained, allowed, and confirmed according to such provisions: Provided always, that no such certificate shall release or discharge any person who was partner

with such bankrupt at the time of his bankruptcy, or was then jointly bound or had made any joint contract with such bankrupt.

37. That no bankrupt shall be entitled to such certificate, and that any such certificate, if obtained, shall be void, if such bankrupt shall have lost by any sort of gaming or wagering in one day 20*l.*, or within one year next preceding his bankruptcy 200*l.*, or if he shall within one year next preceding his bankruptcy have lost 200*l.* by any contract for the purchase or sale of any government or other stock, where such contract was not to be performed within one week after the contract, or where the stock bought or sold was not actually transferred or delivered in pursuance of such contract; or if such bankrupt shall, after an act of bankruptcy, or in contemplation of bankruptcy, or with intent to defeat the object of this or any other statute relating to bankrupts, have concealed, destroyed, altered, mutilated, or falsified, or caused to be concealed, destroyed, altered, mutilated, or falsified, any of his books, papers, writings, or securities, or made or been privy to the making any false or fraudulent entry in any book of account or other document, with intent to defraud his creditors, or shall have concealed any part of his property; or if any person having proved a false debt under the fiat, such bankrupt being privy thereto, or afterwards knowing the same, shall not have disclosed the same to his assignees, within one month after such knowledge.

38. That it shall be lawful for the court authorized to act in the prosecution of any fiat in bankruptcy issued after the commencement of this act, on the application of the bankrupt named in such fiat, to appoint a public sitting for the allowance of such certificate to the bankrupt named in such fiat; (whereof, and of the purport whereof, twenty-one days' notice shall be given in the London Gazette and to the solicitor of the assignees); and at such sitting any of the creditors of such bankrupt may be heard against the allowance of such certificate; but it shall not be requisite for such certificate to be signed by any of the creditors of such bankrupt; and such court shall judge of any objection against allowing such certificate, and either find the bankrupt entitled thereto, and allow the same, or refuse or suspend the allowance thereof, or annex such conditions thereto as the justice of the case may require: Provided always, that no certificate shall be such discharge unless such court shall, in writing under hand and seal, certify to the Court of Review that such bankrupt has made a full discovery of his estate and effects, and in all things conformed as aforesaid, and that there does not appear any reason to doubt the truth or fulness of such discovery, and unless the bankrupt make oath in writing that such certificate was obtained fairly and without fraud, and unless the allowance of such certificate shall, after such oath, be confirmed by the Court of Review, against which confirmation any of the creditors of the bankrupt may be heard before such court.

39. Contracts and securities to induce creditors to forbear opposition, void, and the money thereby secured or agreed to be paid shall not be recoverable; and the party sued on such contract or security may plead the general issue, and give this act and the special matter in evidence.

40. Penalty for obtaining money, goods, chattels, or securities for money, as an inducement to forbear opposition, or consenting to allowance or confirmation of certificate.

41. That any bankrupt who shall, after such certificate shall have been confirmed, be arrested, or have any action brought against him for any debt, claim, or demand proveable under the fiat against such bankrupt, shall be discharged upon common bail, and may plead in general that the cause of action accrued before he became bankrupt, and may give this act and the special matter in evidence; and such bankrupt's certificate, and the confirmation thereof, shall be sufficient evidence of the trading, bankruptcy, fiat, and other proceedings precedent to the obtaining such certificate; and if any such bankrupt shall be taken in execution or detained in prison for such debt, claim, or demand, where judgment has been obtained before the confirmation of his certificate, it shall be lawful for any judge of the court wherein judgment has been so obtained, on such bankrupt's producing his certificate, to order any officer who shall have such bankrupt in custody by virtue of such execution to discharge such bankrupt without exacting any fee, and such officer shall be hereby indemnified for so doing.

42. That no bankrupt, after such certificate shall have been confirmed, shall be liable to pay or satisfy any debt, claim, or demand from which he shall have been discharged by virtue of such certificate, or any part of such debt, claim, or demand,

upon any contract, promise, or agreement made or to be made after the suing out of the fiat, unless such contract, promise, or agreement be made in writing signed by the bankrupt, or by some person thereto lawfully authorized in writing by such bankrupt.

43. Allowance to bankrupt; 5*l.* per cent., and not exceeding 400*l.*, as soon as 10*s.* paid in the pound; 7*l.* 10*s.* per cent., and not exceeding 500*l.*, if 12*s.* 6*d.*; 10*l.* per cent., and not exceeding 600*l.*, if 15*s.* Allowance not payable till twelve months after date of the fiat, and then payable only if requisite amount of dividends paid to creditors who shall have proved. If at the expiration of twelve months the dividends paid be under 10*s.*, bankrupt may be allowed not exceeding 3*l.* per cent., and 300*l.*

44. One partner may receive allowance, though others not entitled.

45. And whereas fiats in bankruptcy against traders residing within a limited distance from London are, usually, exclusively directed to the Court of Bankruptcy, and such distance may, in consequence of the increased facility of communication, be with out inconvenience considerably extended; and it is expedient to make better provision for the prosecution of fiats in bankruptcy not directed to the Court of Bankruptcy: Be it enacted, that every fiat in bankruptcy issued after the commencement of this act, not directed to the Court of Bankruptcy, shall be directed to such one of the courts authorized to act in the prosecution of fiats in bankruptcy in the country, as herein-after provided, as the Lord Chancellor, or as the Master of the Rolls, one of the Vice-Chancellors, or one of the Masters of the Court of Chancery acting under any appointment of the Lord Chancellor to be given for that purpose, by such fiat may think fit to nominate, to be prosecuted in such court, and that every such fiat shall be thereupon prosecuted in the court to which the same shall be so directed, and it shall be lawful for such court to proceed thereon in all respects as commissioners of bankrupt acting in the prosecution of a fiat in bankruptcy elsewhere than in the Court of Bankruptcy before the passing of this act, save and except as such proceeding may be altered by virtue of this act; and that in every bankruptcy prosecuted in any such court every such court shall have the power, jurisdiction, and authority, and be subject to the duty, by any act of parliament now in force vested in or imposed upon such commissioners, in all respects as if such court were commissioners of bankrupt returned and appointed under the said recited act, save and except as may be otherwise directed by this act.

46. That every fiat in bankruptcy prosecuted in the country, and the proceedings under such fiat, or any part of such proceedings, or copies or minutes of every such fiat and proceedings, or part thereof, at such time and in such manner and form as the Lord Chancellor shall by any order from time to time direct, shall be transmitted by the court acting in the prosecution of such fiat to the Court of Bankruptcy in London, to be there filed and kept among the records of the said court.

47. That a number of persons, not exceeding thirty in the whole, being merchants, brokers, or accountants, or persons who are or have been engaged in trade in the United Kingdom, shall be chosen by the Lord Chancellor to act as official assignees in all bankruptcies prosecuted in the country, one of which said official assignees shall in all cases be an assignee of each bankrupt's estate and effects, together with the assignee or assignees to be chosen by the creditors, such official assignee to give such security, to be subject to such rules, to be selected for such estate, and to act in such manner, as the Lord Chancellor, or as the Court of Review or Judge of the Court of Bankruptcy, if authorized so to do by any order of the Lord Chancellor, shall from time to time direct; and all the personal estate and effects, and the rents and profits of the real estate, and the proceeds of sale of all the estate and effects, real and personal, of the bankrupt, shall in every case be possessed and received by such official assignee alone, save where it shall be otherwise directed by the court acting in the prosecution of the bankruptcy; and all stock in the public funds or of any public company, and all monies, Exchequer Bills, India Bonds, or other public securities, and all bills, notes, and other negotiable instruments, shall be forthwith transferred, delivered, and paid by such official assignee into the Bank of England, to the credit of the accountant in Bankruptcy, to be subject to such order, rule, and regulation for the keeping of the account of the said monies and other effects, and for the payment and delivery in, investment, and payment and delivery out of the same, as the Lord Chancellor, or as the Court of Review or Judge of the

Court of Bankruptcy, if authorized so to do by any order of the Lord Chancellor, shall direct; and if any such assignee shall neglect to make such transfer, delivery, or payment, every such assignee shall be liable to be charged in the same manner as is provided in cases of neglect by assignees to invest money in the purchase of Exchequer Bills when directed so to do: Provided always, that until assignees shall be chosen by the creditors of each bankrupt such official assignee so to be appointed to act with the assignees to be chosen by the creditors shall be enabled to act, and shall be deemed to be, to all intents and purposes whatsoever, a sole assignee of each bankrupt's estate and effects.

48. That nothing herein contained shall extend to authorize any such official assignee to interfere with the assignees chosen by the creditors in the appointment or removal of a solicitor or attorney, or in directing the time and manner of effecting any sale of the bankrupt's estate or effects.

49. For filling up vacancies in the number of official assignees.

50. Official assignee invested with the same powers, &c., as official assignees under former act, 1 & 2 Will. 4.

51. That all power, jurisdiction, and authority of the commissioners named in any fiat of bankruptcy issued before the commencement of this act, to be prosecuted elsewhere than in the city of London, shall cease and determine; and that the Lord Chancellor shall have power from time to time, by any general or other order or orders under his hand, to transfer and remove into the Court of Bankruptcy, or such of the courts authorized to act in the prosecution of fiats in bankruptcy by virtue of this act, as he may deem fit, any such fiat, and that all further proceedings in every such fiat shall be thenceforth prosecuted and carried on in the court to which the same shall be so transferred, in like manner as if the proceedings under such fiat had been originally commenced therein by virtue of a fiat under the hand of the Lord Chancellor issued pursuant to the said recited act, or to this act, save as may be otherwise directed by this act: Provided always, that nothing herein contained shall render invalid any proceedings which may have been had under any fiat in bankruptcy now subsisting, or which shall have been issued before this act shall come into operation, or affect or lessen any right, claim, demand, or remedy which any person now has thereunder, or upon or against any bankrupt against whom any such fiat has or shall have issued as aforesaid, except as herein specially enacted.

52. That it shall be lawful for the court which shall thenceforth act in such fiat, at its discretion, to appoint some one of the aforesaid official assignees to act with the existing assignees, if any, under such fiat, and to direct the existing assignees to pay and deliver over to such official assignee all monies, books, papers, and effects whatsoever in their possession or custody as such assignees; and all the real and personal estate of the bankrupt under such fiat shall immediately on such appointment vest in such official assignee jointly with the existing assignees, if any, in like manner as if the proceedings in the said bankruptcy had originally been commenced by virtue of this act, without prejudice to any action or suit commenced or any contract entered into by the existing assignees at the time of the passing of this act.

53. That there shall be paid, in like manner, by the official assignee of each bankrupt's estate to be administered in the country, the like sums as by the said recited act are directed to be paid by the official assignee of each bankrupt's estate to be administered in the Court of Bankruptcy; and such sums hereby directed to be paid shall be placed by the Accountant in Bankruptcy to the like accounts respectively, and be subject to the like orders and directions of the Lord Chancellor, to which the said sums mentioned in the said recited act are thereby directed to be placed and to be subject respectively.

54. That in all cases of fiats in bankruptcy which, by virtue of the provisions herein contained, shall be removed into the Court of Bankruptcy, or into any of the courts authorized to act in the prosecution of fiats in bankruptcy by virtue of this act, and under which the choice of assignees shall have taken place prior to the commencement of this act, there shall be paid, in like manner, by the assignees of every such bankrupt's estate, on every sitting under such bankruptcy, the like sum as by the said recited act is directed to be paid on every sitting in cases of commissions of bankrupt which by virtue of the powers therein contained should be removed into the said Court of Bankruptcy, and under which the choice of assignees should have taken place prior to the commencement of the said act; and such sum hereby directed to be paid shall be placed by the said accountant in bankruptcy to the like account, and be sub-



ject to the like orders and restrictions, to which the said sum in that behalf mentioned in the said recited act is thereby directed to be placed and to be subject.

55. Compensation to such existing commissioners in the country as the Lords of the Treasury deem entitled thereto.

56. That it shall be lawful for her Majesty, after the passing of this act, by a commission or commissions under the great seal, to appoint as many persons as her Majesty shall think fit, not exceeding — persons, being serjeants or barristers at law of not less than seven years' standing at the bar, or of four years' standing at the bar, having previously practised as special pleaders for three years below the bar, to be commissioners of the Court of Bankruptcy, in addition to the present commissioners of the said court, to act in the prosecution of flats in bankruptcy in the country; and that they and their successors shall take the like oath before the Lord Chancellor as is at present administered to commissioners of the said court, and having once taken the said oath shall not be again required to take the same; and that any one or more of such additional commissioners shall and may form a District Court of Bankruptcy for the purpose of this act; and that every such court shall be authorized to act in the prosecution of flats in bankruptcy in the country, at such place and in and for such district as her Majesty, with the advice of her privy council, shall be pleased to direct; and that it shall be lawful for her Majesty, with the advice aforesaid, to describe, and from time to time to alter, the limit and extent of every such district as to her Majesty shall seem fit: Provided always, that nothing herein contained shall prevent the Lord Chancellor, when he shall deem it expedient, from directing any fiat in bankruptcy to the Court of Bankruptcy.

57. Her Majesty may appoint successors to additional commissioners.

58. Her Majesty may appoint additional deputy registrars for the country.

59. Additional commissioners and deputy registrars to hold their offices during good behaviour, and to be subject to like privileges, prohibitions, &c., as the present commissioners and deputy registrars.

60. That from and after the passing of this act the office of Chief Judge of the Court of Bankruptcy, and the office of one of the other judges of the said court which is now held by a Master in Ordinary of the High Court of Chancery, shall be and the same are hereby abolished; and that the Court of Review shall, after the passing of this act, be formed by one judge of the Court of Bankruptcy.

61. That it shall be lawful for the Lord Chancellor, whenever he shall think fit, to order the court authorized to act in the prosecution of any fiat in bankruptcy now issued or hereafter to be issued, to hear, determine, and make order in any matter in bankruptcy under such fiat heretofore within the jurisdiction of the Court of Review: Provided nevertheless, that any such order shall be subject to be discharged, reversed, or altered by the Court of Review upon an appeal; and that any commissioner of the Court of Bankruptcy authorized to act in the prosecution of any fiat directed to the Court of Bankruptcy shall be deemed and taken to be a court authorized to act in the prosecution of such fiat, and that all matters and duties by this act directed or authorized to be done and performed by the Court of Bankruptcy shall and may be done and performed by any one or more of the commissioners appointed or to be appointed by virtue of the said recited act; and that every court authorized to act and acting in the prosecution of any fiat in bankruptcy now issued, or hereafter to be issued, or in execution of any duty imposed or to be imposed on such court by this or any other act hereafter to be in force, shall have, use, and exercise all the powers, rights, privileges, and incidents of a court of record.

62. That all affidavits to be made or used in matters of bankruptcy, or under or by virtue of any statute relating to bankrupts or of this act, shall and may be sworn before the Court of Review, or before either of the subdivision courts in bankruptcy, or any commissioner or registrar or deputy registrar of the Court of Bankruptcy, or Master in Ordinary or Extraordinary of the High Court of Chancery, or in Scotland or Ireland before a magistrate of the county, city, town, or place where any such affidavit shall be sworn, or elsewhere before a magistrate, and attested by a notary, or before a British minister, consul, or vice-consul.

63. That it shall be lawful for the said several subdivision courts, and the court authorized to act in the prosecution of

any fiat in bankruptcy, in all matters within the jurisdiction of such respective courts, to take the whole or any part of the evidence either *viva voce* on oath, or upon affidavits to be sworn as aforesaid.

64. That it shall be lawful for the said several subdivision courts, and the court authorized to act in the prosecution of any fiat in bankruptcy, in all matters before such courts respectively, to award such costs as to such courts shall seem fit and just; and in all cases in which costs shall be so awarded against any person by any such court it shall and may be lawful for such court to cause such costs to be recovered from such person in the same manner as costs awarded by a rule of any of the superior courts at Westminster may be recovered; and that the like remedies may be had upon an order of such court for costs as upon a rule of any of the said superior courts for costs.

65. That it shall be lawful for the commissioners of the Court of Bankruptcy authorized to act in the prosecution of flats in bankruptcy in London, or the major part of them, to make from time to time, subject to the sanction and confirmation of the Lord Chancellor, general rules and orders for regulating the forms of proceedings (where not provided for by this act) and the practice to be observed in every court authorized to act in the prosecution of flats in bankruptcy: Provided always, that every court authorized to act in the prosecution of flats in bankruptcy in the country shall have a months' notice of such rule or order before it is submitted for the sanction of the Lord Chancellor, and shall be at liberty to submit to the Lord Chancellor any remarks upon the subject of such rule or order before he shall give his sanction to the same.

66. Building for the transaction of business in bankruptcy in London vested in the commissioners of the Court of Bankruptcy for the time being appointed under the 1 & 2 W. 4, c. 56, 1 & 2 G. 4, c. 115.

67. Building to be called the Court of Bankruptcy.

68. Registrar to enter in books an abstract of all proceedings filed in the court, in a form to be sanctioned by the commissioners of the Court of Bankruptcy in London, and approved by the Lord Chancellor, with an alphabetical index.

69. Office of clerk of enrolments to Court of Bankruptcy, on vacancy, abolished, and duties to be performed by registrar in Basinghall-street.

70. Registrar to pay fees for entering flats, &c., of record under the 2 & 3 Will. 4, c. 114, s. 6, into the Bank of England.

71. Salaries to judge, commissioners, and other officers of the Court of Bankruptcy, to be paid out of the fund, intitled "The Secretary of Bankrupts' Account."

72. Power to Lord Chancellor to order retiring annuity to judge and commissioners of the Court of Bankruptcy and their successors.

73. Provision for certain expenses, and salary of accountant in bankruptcy, and appointment of such additional clerks to such accountant, and to registrar, as Lord Chancellor may think fit.

74. That every warrant issued under the provisions of this act by any court authorized to act in the prosecution of flats in bankruptcy, shall be under the hand and seal of one of the commissioners acting in the prosecution of flats in bankruptcy in such court; and every summons issued by any such court shall be in writing under the hand of one of such commissioners.

75. That if in any case it shall be shewn by affidavit to the satisfaction of the court authorized to act in the prosecution of any fiat in bankruptcy, by which a summons shall have been issued, that the party to whom such summons is directed is keeping out of the way, and cannot be personally served with such summons, and that due pains have been taken to effect such personal service, it shall be lawful for the court by which such summons shall have been issued to order, by indorsement upon such summons, that the delivery of a copy of such summons to the wife, or servant, or some adult inmate of the family of the party, at his usual place of abode, and explaining the purport thereof to such wife, servant, or inmate, shall be equivalent to personal service, and in every such case the service of such summons in pursuance of such order shall be and be deemed and taken to be of the same force and effect, to all intents and purposes, as if a copy of such summons had been delivered to the party in person.

76. That any bankrupt or other person, who shall, upon any examination upon oath or affirmation before the court authorized to act in the prosecution of any fiat in bankruptcy, or

in any affidavit, or deposition, or solemn affirmation; authorised or directed by this or any other act relating to bankrupts, wilfully and corruptly give false evidence, or wilfully and corruptly swear or affirm anything which shall be false, being convicted thereof, shall be liable to the penalties of wilful and corrupt perjury.

77. That all sums of money forfeited under this act, or by virtue of any conviction for perjury committed in any oath hereby directed or authorised, may be sued for by the assignees of the estate and effects of any bankrupt in any of her Majesty's superior courts of record; and the money so recovered (the charges of suit being deducted) shall be divided among the creditors.

78. That it shall be lawful for the Lord Chancellor to appoint some fit and proper person, such person being a barrister of not less than five years standing at the bar, or who shall have practised as a pleader for not less than five years, or who shall have held the office of registrar or deputy registrar of the Court of Bankruptcy for not less than five years, or an admitted attorney of one of her Majesty's superior courts at Westminster, or of her Majesty's Court of Bankruptcy, in actual practice, of not less than five years' standing on the rolls of such court or courts, to be the taxing officer of the Court of Bankruptcy, and to be called the Master of the said court, at such salary, not exceeding — *l.* per annum, as the Lord Chancellor shall think fit, to be chargeable and charged upon and payable and paid (without any deduction) out of the same fund and at the same times as the salaries of the registrars and deputy registrars of the said court; and as and when any vacancy shall occur in such office the same shall be supplied by the Lord Chancellor, by the appointment of some other fit and proper person of like qualifications as aforesaid; and that all bills of fees and disbursements of any solicitor or attorney employed under any fiat in bankruptcy, for business done under such employment, shall be settled by such taxing officer, subject to review of one of the commissioners of the Court of Bankruptcy acting in London as aforesaid: Provided always, that so much of such bills as contain any charge respecting any action at law or suit in equity, shall be settled by the proper officer of the court in which such business shall have been transacted, and the same so settled shall be paid to such solicitor or attorney.

79. Bills of auctioneers, appraisers, brokers, valuers, and accountants, to be settled by taxing officer, subject to review in the same manner as bills of solicitors and attorneys are settled.

80. That upon the taxation by virtue of this act of any bill of fees, charges, or disbursements, there shall be paid to the Master the sum of *1l.* and *1s.* a folio, over and above the said sum of *1l.*, for every folio above twenty folios of such bill.

81. Sums received by the Master to be paid into the Bank of England.

82. The Master to hold his office during good behaviour.

83. In case of sickness or other reasonable cause the duty of the Master may be performed by deputy.

84. Power to Lord Chancellor to order retiring pension to Accountant-General of the Court of Bankruptcy, Registrars, Master, &c.

85. That the several courts authorized to act in the prosecution of fiats in bankruptcy by the first herein-before recited act, or by this act, shall be auxiliary to each other for proof of debts, and for the examination of witnesses on oath, or for either of such purposes; and the court so acting as auxiliary in the prosecution of any fiat in bankruptcy in the examination of witnesses shall possess the same powers to compel the attendance of and to examine witnesses, and to enforce both obedience to such examination, and the production of books, deeds, papers, writings, and other documents, as are possessed by the court to which such fiat is directed: Provided always, that all such examinations of witnesses shall be taken down in writing, and shall be annexed to and form part of the proceedings under such fiat; and that no proof of debts or examination of witnesses in the prosecution of any fiat shall be taken by any such auxiliary court without the permission in writing of the court to which such fiat is directed.

86. Power to Lord Chancellor to authorize any commissioner or deputy registrar of the court in London or other person duly qualified to act for or in aid of any country commissioner or deputy registrar, and vice versa, or any country commissioner or deputy registrar of one district to act for or in aid of any country commissioner or deputy registrar of any other

district, as may be required by the fluctuation in the business or other circumstances.

87. Travelling expenses, &c. of commissioners to be paid of "The Bankruptcy Fund Account," and the amount thereto be in the discretion of the Lord Chancellor.

88. That the words and expressions herein-after mentioned which in their ordinary signification have a more confined or different meaning, shall in this act, except where the nature the provision or the context of the act shall exclude such construction, be interpreted as follows; that is to say, the words "Her Majesty" shall mean also and include the heirs and successors of her Majesty; and the words "Lord Chancellor" shall mean also and include the Lord Chancellor, Lord Keeper or Lords Commissioners for the custody of the Great Seal of the United Kingdom, for the time being; and the words "Fiat Bankruptcy" shall mean also and include any commission bankrupt; and the word "Month" shall mean a calendar month; and the word "Oath" shall include affirmation, where by law such affirmation is required or allowed to be taken in place of an oath; and every word importing the singular number only shall extend and be applied to several persons or things as well as one person or thing, and bodies corporate as well as individuals; and every word importing the plural number shall extend and be applied to one person or thing as well as seven persons or things; and every word importing the masculine gender only shall extend and be applied to a female as well as a male; and that this act shall extend to aliens, denizens, and women, both to make them subject thereto and to entitle them to all the benefits given thereby; and that this act shall not extend either to Scotland or Ireland, except where the same are expressly mentioned; and that this act shall be construed in the most beneficial manner for promoting the ends hereby intended.

89. Act may be altered this session.

## SCHEDULES REFERRED TO BY THE ACT.

### SCHEDULE (A.)

#### No. 1.

#### *Affidavit for summoning a Trader Debtor.*

A. B. of — and C. D. of — severally make oath and say, and, first, this deponent A. B. for himself saith, that E. F. is justly and truly indebted to this deponent in the sum of £ —, for, &c. [stating the nature of the debt with certainty and precision]; and this deponent further saith, that the said E. F., as this deponent verily believes, is a trader within the meaning of the statutes relating to bankrupts, or some or one of them, and resides at —; and that an account in writing of the particulars of the demand of the said A. B., amounting to the said sum of £ —, with a notice thereunder written in the form prescribed by the statute in that case made and provided, purporting to require immediate payment of the said debt, is herewith annexed; and this deponent C. D. for himself saith, that he did, on the — day of — instant [or, last], personally serve the said E. F. with a true copy of the said account and notice.

#### No. 2.

#### *Particulars of Demand and Notice requiring Payment.*

To E. F. of —.

The following are the particulars of the demand of the undersigned A. B. of — against you the said E. F., amounting to the sum of £ —. [Here copy the account.]

Take notice that I the said A. B. hereby require immediate payment of the said sum of £ —. Dated this — day of — in the year of our Lord —. (Signed) A. B.

#### No. 3.

#### *Summons of Trader Debtor.*

These are to will and require you to whom this warrant is directed personally to be and appear before the Court of Bankruptcy, to be holden in Basinghall-street in the City of London, [or at — in the county of —], on — the — day of — at — o'clock; and you are hereby informed that the purpose for which you are thus summoned to appear before the said court is to ascertain, in manner and form prescribed by the statute in that case made and provided, whether or not you admit the demand of A. B. of — (who claims of you the sum of £ — for a debt), or any and what part thereof, or whether you verily believe that you have a good defence to the said demand, or to any and what part thereof; and hereof you are not to fail at your peril. Given under my hand the — day of — in the year of our Lord —. (Signed) J. K.

Commissioner.

## SCHEDULE (B.)

No. 1.

*Admission of Debt by Trader Debtor.*

Court of Bankruptcy, Basinghall-street, London,

[or, at — in the county of —], — day of —.

Whereas I the undersigned E. F. of — am summoned to appear before this honorable court for the purpose of stating, in manner prescribed by the statute in that case made and provided, whether or not I admit the demand of A. B. of — (who claims of me the said E. F. the sum of £— for a debt), or any and what part thereof, or whether I verily believe that I have a good defence to the said demand, or to any and what part thereof; be it known, that I the said E. F. hereby confess that I am indebted to the said A. B. in the said sum of £—, [or in part of the said sum of £—, that is to say, in the sum of £—.]

No. 2.

*Deposition by Trader Debtor of Belief of good Answer to Creditor's Demand, or some Part thereof.*

Court of Bankruptcy, Basinghall-street, London, [or at

— in the county of —], — day of — A. D. —.

E. F. of — being sworn, on the day and year and at the place aforesaid, upon his oath, saith, that he verily believes he has a good defence to the demand [or to £—, part of the demand], hereinafter mentioned of A. B. of — who claims of the said E. F. the sum of £—, for a debt alleged to be due and owing from the said E. F. to the said A. B., as stated in the affidavit of the said A. B., filed in this honorable court, and bearing date the — day of —.

## SCHEDULE (C.)

*Admission of Debt by Trader Debtor signed out of Court.*

I the undersigned E. F. of — do hereby confess, that I am indebted to A. B. of — in the sum of £—.

(Signed) E. F.

Dated this — day of — A. D. —.

Witness, G. H., attorney for the said E. F., and subscribing witness to the execution hereof as such attorney.

## SCHEDULE (D.)

*Declaration of Insolvency by Trader.*

I the undersigned E. F. of — do hereby declare, that I am unable to meet my engagements. Dated this — day of — in the year of our Lord —. (Signed) E. F.

Witness, G. H., attorney of the Court of —.

## London Gazette.

TUESDAY, MARCH 22.

## DECLARATIONS OF INSOLVENCY.

SAMUEL PALMER GLADSTONE, Crisp-st., East India-road, Poplar, shipwright.

FRANCIS BARKER, jun., Chiswell-st., Finsbury, George-yard, Aldermanbury, and Whitecross-st., carman.

WILLIAM FILMER and WILLIAM SMITH GOODING, Old Swan Brewery, Osborne-st., Whitechapel, brewers.

## BANKRUPTS.

JOHN WILLIAM NEVILL, Broad-st., Cheapside, Manchester warehouseman, April 1 at 1, and May 3 at 11, Court of Bankruptcy: Off. ass. Whitmore; Sol. Heald, Austin-friars.—Fiat dated March 14.

WILLIAM CANNABEE, Camberwell-green, Camberwell, bookseller and stationer, March 29 at 2, and May 3 at 12, Court of Bankruptcy: Off. ass. Pennell; Sol. Fraser, 2, Funnell's-lane.—Fiat dated March 21.

JAMES GALE, sen., and JAMES GALE, jun., Love-lane, Shadwell, rope makers, paint and colour manufacturers, April 5 and May 3 at 11, Court of Bankruptcy: Off. ass. Gibson; Sols. Osborn & Co., Frederick's-pl., Old Jewry.—Fiat dated March 12.

JOSEPH HAYMAN ARNOLD and WILLIAM HENRY WOOLLETT, Clement's-lane, ship and insurance agents, April 5 at 12, and May 3 at 1, Court of Bankruptcy: Off. ass. Edwards; Sol. Leigh, 16, George-st., Mansion-house.—Fiat dated March 21.

RICHARD BROWNLOW, White-st., Finsbury, silk dresser and hot presser, April 2 at half-past 11, and May 3 at 11, Court of Bankruptcy: Off. ass. Groom; Sols. Lawrence & Blenkarne, Bucklersbury.—Fiat dated March 21.

JOHN EAST, Kingsthorpe, Northampton, carpenter and builder, April 2 at 9, and May 3 at 11, Peacock Inn, Northampton: Sols. Cox & Corser, Daventry and Northampton; Weller, 8, King's-road, Bedford-row.—Fiat dated March 18.

JOSEPH WOODHEAD, Duckmanton, Sutton cum Duckmanton, Derbyshire, cattle dealer, April 1 and May 3 at 12, Town-hall, Sheffield: Sols. Cottingham, Chesterfield; Few & Co., Henrietta-st., Covent-garden.—Fiat dated Feb. 23.

EDWARD STEELE, Manchester, grocer and provision dealer, April 5 at 1, and May 3 at 2, Commissioners'-rooms, Manchester: Sols. Norris, Manchester; Norris & Co., 19, Bartlett's-buildings, Holborn.—Fiat dated March 14.

EDWARD JOHN KING, Oxford, and St. Clement's, Oxfordshire, manufacturer and vender of artificial teeth, March 31 and May 3 at 11, Three Cups Inn, Oxford: Sols. Thompson, Oxford; Appleby, 75, Aldermanbury.—Fiat dated March 15.

JAMES WARREN, Bristol, merchant, April 8 and May 3 at 2, Commercial-rooms, Bristol: Sols. W. & C. Bevan, Bristol; White & Eyre, Bedford-row.—Fiat dated March 4.

JEFFERY DANIEL GORELY, Bristol, toyman, April 8 and May 3 at 1, Commercial-rooms, Bristol: Sols. Bridges, Bristol; W. and C. Bevan, Bristol; White & Eyre, 11, Bedford-row.—Fiat dated March 1.

AMON BUCKLEY, Newton-moor, Cheshire, grocer, corn-dealer, and farmer, April 1 and May 3 at 2, Commissioners'-rooms, Manchester: Sols. Higginbottom, Ashton-under-Lyne; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated March 15.

JOSEPH BARLOW, Litchfield, ironmonger and cutler, April 5 and May 3 at 11, Old Crown Inn, Lichfield: Sols. Dyott, Lichfield; Haywood & Bramley, Sheffield; Bigg, Southampton-buildings, Chancery-lane.—Fiat dated March 11.

JAMES THORNTON, Leicester, builder, April 4 and May 3 at 12, Castle of Leicester, Leicester: Sols. Lawton, Leicester; Taylor, 14, John-st., Bedford-row.—Fiat dated March 16.

THOMAS LITTLE, Kingston-upon-Hull, tobacco manufacturer, April 2 and May 3 at 1, George Inn, Kingston-upon-Hull: Sols. Tenney & Sidebottom, Kingston-upon-Hull.—Fiat dated March 12.

JOHN LOCKLEY, Bilston, Staffordshire, painter and glazier, April 13 and May 3 at 11, Swan Hotel, Wolverhampton: Sols. Teece, Shrewsbury; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated March 8.

WILLIAM MORRIS, St. Clears, Carmarthenshire, general shopkeeper, April 1 at 1, and May 3 at 11, Commercial-rooms, Bristol: Sols. Peters, Bristol; Jones & Blaxland, Crosby-sq.—Fiat dated March 18.

RICHARD BILL, Birmingham, japanner, April 1 at 11, and May 3 at 2, Waterloo-rooms, Birmingham: Sols. Baker, Birmingham; Newton & Ensor, 14, South-sq., Gray's-inn.—Fiat dated March 15.

JOHN WEBB, Birmingham, tailor and draper, April 2 and May 3 at 11, Waterloo-rooms, Birmingham: Sols. Ingleby & Co., Birmingham; Crowder & Maynard, Mansion-house-place.—Fiat dated March 16.

FRANCIS SANDARS and CHARLES SANDARS, Derby, coal-merchants, March 28 and May 3 at 11, Royal Hotel, Derby, Sols. Moss, Derby; Adlington & Co., 1, Bedford-row.—Fiat dated March 17.

THOMAS CHARNLEY, jun., Preston, Lancashire, innkeeper, April 13 and May 3 at 11, Town-hall, Preston: Sols. Easterby, Preston; Sharp, 11, Staple-inn.—Fiat dated March 17.

THOMAS WALKER, Monk Wearmouth Shore, Durham, common brewer and merchant, April 1 at 12, and May 3 at 10, Horner's Hotel, Sunderland: Sols. Brown, Sunderland; Moss, 4, Cloak-lane.—Fiat dated March 14.

## MEETINGS.

Henry Holt, High-st., Peckham, bookseller, April 5 at 2, Court of Bankruptcy, last ex.—John Ellison, Leeds, nail manufacturer, April 15 at 4, Commissioners'-rooms, Leeds, last ex.—D. Davies, sen., and D. Davies, jun., Glanclywedog, Llanidloes, Montgomeryshire, flannel manufacturers, April 13 at 12, Oak Inn, Welshpool, last ex.—Thos. Tullitt, Birming-

ham, hatter, April 12 at half-past 1, Court of Bankruptcy, aud. ac. and fin. div.—*George Bugg*, Exmouth-st., and Wood-st., Clerkenwell, carpenter and builder, April 14 at 12, Court of Bankruptcy, aud. ac. and div.—*Wm. Blatch* and *Wm. Lamperit*, Grove-place, Brompton, printers, April 14 at 1, Court of Bankruptcy, aud. ac. and div.—*Michael Danks*, Hatton-garden, carpet warehouseman, April 14 at 2, Court of Bankruptcy, aud. ac. and div.—*Robt. Scott*, *Wm. Fairlie*, and *Jos. Hare*, Union-court, London, merchants, April 13 at 1, Court of Bankruptcy, aud. ac.—*R. Richardson*, Woburn-buildings, New-road, cowkeeper, April 13 at 12, Court of Bankruptcy, aud. ac.—*Thos. Morten*, sen., Hillingdon, Middlesex, builder, April 13 at 12, Court of Bankruptcy, aud. ac.—*W. Yewens*, Goulden-terrace, Barnsbury-road, Islington, scrivener, April 16 at 11, Court of Bankruptcy, aud. ac.—*Gales Atkinson*, Monk Wearmouth Shore, Durham, hardwareman, May 3 at 1, Donkin's Bridge Hotel, Bishop Wearmouth, aud. ac.—*T. P. Pearson*, Liverpool, grocer, April 13 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Thos. P. Stokes*, Dudley, Worcestershire, builder, April 13 at 12, Swan Hotel, Wolverhampton, aud. ac.; at 1, fin. div.—*J. K. Myers*, Sunderland, Durham, victualler, April 14 at 11, Bridge Hotel, Bishop Wearmouth, aud. ac.—*John Senior*, Liverpool, iron-merchant, April 14 at 2, Clarendon-rooms, Liverpool, aud. ac.—*John S. Viret* and *Thos. R. Kitching*, Ludgate-hill, linen drapers, April 12 at half-past 11, Court of Bankruptcy, div.—*Thos. R. Dixon* and *George Jac. Heckman*, George-st., Spitalfields, sugar refiners, April 12 at 1, Court of Bankruptcy, fin. div. sep. est. of *Thos. R. Dixon*.—*Christ. Dannitt*, jun., Talbot-inn-yard, Southwark, hop and seed merchant, April 7 at 2, Court of Bankruptcy, div.—*Hen. Stephenson*, Lombard-street, banker, April 12 at 1, Court of Bankruptcy, div.—*Wm. Remington*, Rowl. Stephenson, Dav. R. Remington, and *Jos. P. Toulmin*, Lombard-street, bankers, April 12 at 1, Court of Bankruptcy, div. sep. est. of *Rowl. Stephenson*.—*Aug. Bohlé*, Sackville-st., Piccadilly, tailor, April 13 at 1, Court of Bankruptcy, div.—*T. Hill*, jun., and *Wm. Brookes*, St. Mary Axe, merchants, April 13 at 2, Court of Bankruptcy, div. sep. est. of *T. Hill*, jun.—*Benj. Paice*, New Windsor, Berkshire, victualler, April 13 at 11, Court of Bankruptcy, div.—*John Parkin*, *Edw. R. Thomas*, and *John D. Walford*, Fenchurch-st., April 16 at 2, Court of Bankruptcy, div.—*Wm. Richardson*, Godstone, Surrey, innkeeper, April 16 at half-past 12, Court of Bankruptcy, div.—*Chas. Rich*, Brighton, innkeeper, April 16 at 12, Court of Bankruptcy, div.—*Jos. S. Massett*, Angel-court, Throgmorton-st., stock broker, April 16 at 1, Court of Bankruptcy, div.—*Barthol. Redfern*, Birmingham, gunmaker, April 13 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, div.—*Josiah Close*, Worcester, glove manufacturer, April 12 at 11, Hop Market Inn, Worcester, aud. ac.; at 12, first and fin. div.—*Henry Carey*, Nottingham, and *George Daniel Carey*, Bedford, Nottinghamshire, hat-manufacturers, April 13 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 12, div.—*John Binder*, Moulton, near Spalding, Lincolnshire, coal-merchant, April 14 at 11, White Hart Inn, Spalding, aud. ac.; at 2, div.—*Francis Spink*, Bridlington, Yorkshire, miller, April 15 at 11, Talbot Inn, Scarborough, aud. ac.; at 12, first and fin. div.—*Jas. Eastwood*, Halifax, Yorkshire, innkeeper, April 26 at 10, Old Cock Inn, Halifax, aud. ac.; at 11, div.—*Geo. Gillard*, Plymouth, Devonshire, tea-dealer, May 3 at 11, Royal Hotel, Plymouth, aud. ac.; at 12, first and fin. div.—*Jarvis Rainey*, Spalding, Lincolnshire, innkeeper, April 14 at 11, White Hart Inn, Spalding, aud. ac.; at 1, fin. div.—*J. Rodgersom*, Hylton-ferry, Durham, ship-builder, April 19 at 12, Donkin's Bridge Inn, Bishop Wearmouth, aud. ac.; at 1, first and fin. div.—*Peter Groves* and *N. Beard*, Boston, Lincolnshire, leather dressers, April 15 at 11, Red Lion Inn, Boston, aud. ac.; at 1, div.—*Peter McArdle*, Liverpool, victualler, April 15 at 1, Clarendon-rooms, Liverpool, div.—*J. C. Adams*, Basinghall-st., woollen warehouseman, April 13 at 1, Court of Bankruptcy, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before April 12.

*Thos. Bryan*, Leamington Priors, Warwickshire, hotel proprietor.—*Stephen Sackett Chancellor*, jun., Margate, Isle of Thanet, Kent, baker.—*Henry Caulier*, Bath, Somersetshire, nurseryman.—*Wm. Threlfall*, Lancaster, cotton-spinner.—*J. Fowkes*, Beeston, Nottinghamshire, grocer.—*John F. Buisson*, Brabant-court, Philpot-lane, merchant.—*Henry Wood*, Basinghall-street, Blackwell-hall-factor.

#### FIATS ENLARGED.

*Edmund Warne*, Lisle-st., St. Anne, Westminster, carpenter.—*Edmund Manning* and *Cornelius C. Manning*, High-st., Aldgate, drapers.—*Chas. Canvill*, Woburn-place, Russell-square, lodging-house-keeper.—*J. M. Gippe*, Howland-street, Tottenham-court-road, wine-merchant.

#### FIATS ANNULLED.

*Jesse Sharpley*, Coates Grange, Elkington, Lincolnshire, miller and farmer.—*John Stevens*, James-street, Limehouse, brick-maker.

#### SCOTCH SEQUESTRATIONS.

*James Hamilton*, jun., Stonehouse, victualler.—*Alexander Young*, Broomielaw, Glasgow, wine-merchant.—*David Russell*, Uddingstone, Lanark, founder.—*Mrs. Helen Mitchell*, St. Ninians, Stirling, manufacturer.—*James Hosie*, Nithhill, quarrier.—*Wm. Bell*, Greenock, ironmonger.—*Thos. Sanders*, Alloa, grain-merchant.—*Walter Lees*, Glasgow, merchant and manufacturer.

#### INSOLVENT DEBTORS.

Saturday, March 19, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Robert Wilson*, Ryhope, near Sunderland, Durham, retired officer in the Customs, No. 34,315 C.; *Saml. Sturgis*, gentleman, new assignee, instead of *Ralph Lowes* and *Wm. Boys Walker*, removed.—*Isaac Nathan*, Queen-street, Hoxton, tobaccoist, No. 52,396 T.; *Henry Aston*, assignee.—*William Rees*, Llynole uchaf, Llanfihangel, Rhosycorn, Carmarthenshire, farmer, No. 58,735 C.; *E. Davies*, assignee.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, April 12 at 9.

*Solomon Levi Jacobs*, Castle-st., Holborn, musician.—*W. Francis L. Westall*, East-st., Red Lion-square, out of business.—*John M. Clifford*, jun., Albany-street, Albany-road, Camberwell, plumber.—*Henry Davis*, Cleveland-street, Mile-end-road, cabriolet proprietor.—*Jas. Bussey*, Bear-st., Leicester-square, bellhanger.—*Ebenezer Creed*, Wilderness-row, St. John-st., Clerkenwell, fishing tackle maker.—*Robt. Steward*, Wych-st., Strand, licensed victualler.—*John Deane*, Tottenham-court-road, tobaccoist.—*Ed. Thomas Clark*, Hayes-place, Lisson-grove, out of business.—*Isaac Baker*, Tooley-street, Southwark, Surrey, out of business.

#### Adjourned.

*John Charles North*, Bankside, Southwark, pavior.

Court-house, SHREWSBURY, Shropshire, April 14 at 10.

*John Gough*, Mantford's-bridge, near Shrewsbury, out of business.—*Richard Home*, Acton, Regwald-bank, Shrewbury, out of business.—*Thos. Boodle*, Grimpo, West Tetton, near Oswestry, farming bailiff.—*Reuben Nickolls*, Ketley-brook, Wellington, shoemaker.—*Hen. Bucknall*, Shrewsbury, hosier.—*James Lewis*, Wellington, plumber.—*Brooke Cos*, Madeley-wood, carpenter.—*Richard Williams*, Ashbrook, near Church Stretton, carpenter.—*Han. Bate*, Rudywood, school-mistress.—*Charles Jones*, Oswestry, turner.—*Benj. Preece*, Red-bridge, carpenter.—*Jos. Hartley*, Lillleshall, labourer.—*Saml. Ingle*, Old-park, Dawley, blacksmith.—*John Green*, Old-park, Dawley, engineer.—*Dani. Halford*, Lawley-bank, Dawley, miner.—*Thos. Davies*, Whitchurch, tailor.—*William Thomas*, Old-park, Dawley, labourer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Robert Pickrell*, jun., Bell's-buildings, Salisbury-square, bricklayer, March 26, Whalley's, Symond's Inn: 3s 3½d. in the pound.—*M. Davies*, widow, Ruabon, Denbighshire, public-house-keeper, March 8, Walker's, Chester: 10d. in the pound.—*Samuel S. Lynch*, Bristol, lieutenant in the 1st West India regiment, March 21, Jones's, Bristol: 1s. 2d. in the pound.

#### FRIDAY, MARCH 25.

#### DECLARATIONS OF INSOLVENCY.

*JOSEPH RADFORD*, Appleby, Westmoreland, draper.  
*WILLIAM JEWELL NETTLETON*, West-terrace, Upper Grange-road, Bermondsey, corn dealer.  
*WILLIAM PAIN BOTHAMS*, Tong, Salop, maltster.

## BANKRUPTS.

**DAVID NUTT**, Stratford-green, Essex, merchant, April 8 and May 6 at 11, Court of Bankruptcy: Off. ass. Alaeager; Sols. Olverson & Co., Frederick's-place, Old Jewry.—Fiat dated March 18.

**DEANE SAMUEL WALKER**, Great St. Helens, London, India rubber manufacturer, April 5 at 1, and May 6 at 12, Court of Bankruptcy: Off. ass. Graham; Sols. Mayhew & Co., Carey-st., Lincoln's-inn.—Fiat dated March 16.

**CHARLES GRAYDON**, St. Ann's-place, Limehouse, ship chandler and timber merchant, April 5 at 12, and May 6 at 11, Court of Bankruptcy: Off. ass. Turquand; Sols. Gole & Co., Lime-street-square.—Fiat dated March 21.

**RICHARD TURVILL**, Kingston-upon-Thames, Surrey, baker, April 6 at 3 and May 6 at 11, Court of Bankruptcy: Off. ass. Lackington; Sols. Addis & Guy, Great Queen-st., Westminster.—Fiat dated March 17.

**PIEBES LOWE**, Norley, Chester, shoemaker, April 6 and May 6 at 1, Clarendon-rooms, Liverpool: Sols. Nicholson & Sons, Warrington; Adlington & Co., Bedford-row.—Fiat dated March 16.

**THOMAS THOMAS**, Leintwardine, Herefordshire, miller and corn factor, April 8 and May 6 at 11, Angel Inn, Ludlow, Salop: Sols. Collins, Hereford; Rogerson, 24, Norfolk-st., Strand.—Fiat dated March 18.

**EDWARD YOUNG**, Birchington, Isle of Thanet, Kent, blacksmith, April 6 and May 6 at 10, London Hotel, Margate: Sols. Boys & Son, Margate; Egan & Co., 23, Essex-street, Strand.—Fiat dated Feb. 28.

**HUGH WICKHAM**, Bristol, linen draper, April 9 and May 6 at 2, Commercial-rooms, Bristol: Sols. John & Daniel, or Smith, Bristol; Frampton, 2, South-square, Gray's-inn.—Fiat dated March 1.

**JOHN BENNETT**, Manchester, calico printer, April 11 and May 6 at 10, Commissioners'-rooms, Manchester: Sols. Fox, Nottingham; Atkinson & Saunders, Manchester; Campbell & Witty, 18, Essex-street, Strand.—Fiat dated March 15.

**RICHARD TURNER**, Manchester, flour dealer, April 6 and May 6 at 12, Commissioners'-rooms, Manchester: Sols. Barratt, jun., Manchester; Bower & Back, 43, Chancery-lane.—Fiat dated March 18.

**JOHN CUNARD** and **JAMES INGRAM**, New Broad-st., merchants and commission agents, April 4 and May 6 at 11, Clarendon-rooms, Liverpool: Sols. Harvey & Falcon, Liverpool; Sharpe & Co., 41, Bedford-row.—Fiat dated March 21.

**WILLIAM DARLINGTON**, Liverpool, wine merchant, April 5 and May 6 at 12, Clarendon-rooms, Liverpool: Sols. Fisher, Liverpool; Vincent & Sherwood, King's-bench-wk., Temple.—Fiat dated March 22.

**JOHN ALFRED WOOD**, Bromsgrove, Worcestershire, chemist and druggist, April 13 and May 6 at 11, Cameron's, Palace-yard, Worcester: Sol. Herbert, 10, Staple-inn, Holborn.—Fiat dated March 18.

## MEETINGS.

**Wm. Peace**, Leamington Priors, Warwickshire, builder, April 4 at 1, Lansdowne Hotel, Leamington Priors, pr. d.—**Jas. Hopkins** and **J. Dremitt**, Arundel, Sussex, bankers, April 29 at 11, Norfolk Arms Hotel, Arundel, pr. d.—**R. Thelwell**, Manchester, silversmith, April 22 at 12, Commissioners'-rooms, Manchester, pr. d. and ch. ass.—**Adolphe Lawrier** and **Joseph Lock**, Wood-street, London, importers of foreign goods, April 4 at half-past 12, Court of Bankruptcy, last ex.—**H. Brayne**, Mares-st., Clapham-rd., Surrey, coal merchant, March 29 at 1, Court of Bankruptcy, last ex.—**E. Stratton**, Longoot, Berkshire, corn dealer, April 29 at 11, Red Lion Inn, Farringdon, last ex.—**Rich. Irwin** and **John G. Irwin**, Manchester, drapers, April 22 at 10, Commissioners'-rooms, Manchester, last ex.—**Wm. Powell**, Birmingham, brass-founder, April 18 at 1, Waterloo-rooms, Birmingham, last ex.—**Wm. Horend**, Paradise-street, Lambeth, Surrey, builder, April 18 at 11, Court of Bankruptcy, and. ac.—**George Potter**, **Samuel Potter**, and **John Kraus**, Manchester, and Birkacre, near Chorley, Lancashire, calico-printers, April 18 at 2, Commissioners'-rooms, Manchester, and. ac.—**Robert Wall**, Great Yarmouth, Norfolk, linen-draper, April 19 at 3, Duke's Head Inn, Great Yarmouth, and. ac.: April 20 at 11, div.—**George Carey**, Nottingham, lace manufacturer, April 18 at 11, George the Fourth Hotel, Nottingham, and. ac.—**Judah Sowerby**, Leeds, Yorkshire, licensed victualler, May 13 at 10, Commissioners'-rooms, Leeds, and. ac.—**Wm. Mason**, Heywood, near Bury, Lan-

cashire, cotton spinner, April 19 at 1, Swan Inn, Bolton-le-Moors, div.: at 2, and. ac.—**Robt. Drake**, Bristol, engraver, April 15 at 2, Commercial-rooms, Bristol, and. ac.—**James Sizer**, Maidstone, Kent, tallow-chandler, April 15 at half-past 12, Court of Bankruptcy, fin. div.—**Ed. Burn**, St. Helen's-place, City of London, merchant, April 15 at half-past 1, Court of Bankruptcy, div.—**Henry P. Coltherup**, Rochester, Kent, dyer, April 15 at 1, Court of Bankruptcy, div.—**John Parkin**, **Edward Rees Thomas**, and **John Desbrow Walford**, Fenchurch-street, brokers, April 16 at 2, Court of Bankruptcy, fin. div. sep. est. of **John Parkin**.—**John Richardson**, Half Moon-street, Piccadilly, victualler, April 16 at half-past 12, Court of Bankruptcy, div.—**Lewis Alpha Lewis**, Fleet-street, bookseller, April 15 at 12, Court of Bankruptcy, div.—**Mich. Spence**, Holbeck, Leeds, Yorkshire, cloth dresser, April 21 at 1, Commissioners'-rooms, Leeds, pr. d. and aud. ac.: at 2, div.—**Dani. Matthews** and **Anthony Gardner**, Cheltenham, Gloucestershire, grocers, April 19 at 11, Royal Hotel, Cheltenham, aud. ac. and div.—**William Bird**, Fareham, Southampton, builder, April 19 at 12, Red Lion Inn, Fareham, aud. ac.: at 1, div.—**Wm. Nicholl**, Warley, Halifax, Yorkshire, worsted spinner, April 25 at 12, White Lion Inn, Halifax, aud. ac.: at 1, first and fin. div.—**Richd. Ouston**, Kingston-upon-Hull, sawyer, April 16 at 1, George Inn, Kingston-upon-Hull, and. ac.: at 2, div.—**Wm. Powell**, Birmingham, brass-founder, April 18 at 11, Waterloo-rooms, Birmingham, aud. ac.: at 12, div.—**James James**, Ross, Herefordshire, grocer, April 18 at 11, Beaufort Arms Hotel, Monmouth, aud. ac. and div.

## CERTIFICATES TO BE ALLOWED

*Unless Cases shown to the contrary, on or before April 15.*

**Henry Wood Prentis**, Rayleigh, Essex, grocer.—**Georgiana Gifford**, Parson's-green, Fulham, schoolmistress.—**John Holt**, Livesey, Lancashire, grocer.—**Jas. Robertshaw** and **John Rutherford**, Oxford-st., hosiers.—**Felix Wood**, Atkinson-place, Brixton, Surrey, corn and coal-dealer.

## FIAT ANNULLED.

**Thos. Berriman**, Peckham-grove, and Montague-cottage, Southampton-st., Camberwell, Surrey, builder.

## PARTNERSHIP DISSOLVED.

**Henry Ling** and **Frederick Harrison**, attorneys, solicitors, and conveyancers.

## SCOTCH SEQUESTRATIONS.

**John Murdoch**, deceased, Forbes, Moray or Elgin, corn-dealer.—**Thomas Maxwell**, Glasgow, victualler.—**Wm. Baird**, Glasgow, grain merchant.—**Robert Martin**, Burnbank-place, near Airdrie, wood merchant.—**Walter Buchanan** and **Company**, Blackland-mill, printers.—**John Drummond**, Housh Distillery, near Crieff, distiller.—**Duncan Macmillan**, Broomie-law, Glasgow, block maker.—**Eric Edwards**, Edinburgh, victual dealer.—**John Russell**, Glasgow, merchant.

## INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, April 15:—*

**John Holcroft**, Liverpool-st., Bishopsgate-st., plumber.—**James Edwards**, Farnham, farmer.—**J. L. West**, Tottenham-court-road, out of business.—**A. Buss**, Adam-st., Portman-sq., out of business.—**John Attridge**, Albemarle-st., Clerkenwell, coffee-shopkeeper.—**Wm. H. Chinner**, Norwood-green, near Southall, clerk in the War Office.—**Henry Maschood**, St. George's-terrace, Kennington-st., Walworth, fancy box maker.—**James Lever**, Batty-st., Commercial-road East, ornamental painter.—**Emmanuel Robillard**, Greek-st., Soho-sq., teacher of the French language.—**H. Jewell**, Elizabeth-place, Queen-st., Pimlico, carpenter.—**Wm. Caslake**, Canterbury-place, Old Kent-road, coach builder.

*April 18, at the same hour and place.*

**Chas. Shankster**, jun., Chapel-place, Vere-st., Oxford-st., out of business.—**John J. Norris**, Brunswick-terrace, Commercial-road East, corn chandler.—**W. Harkness**, Addle-st., Cheapside, lodging-housekeeper.—**Wm. Olliver**, Dorset-st., Clapham-road, stamper in the Stamp Office, Somerset-house.—**Henry Giles**, Batty-st., Commercial-road East, carpenter.—**Rich. Barker**, Hereford-place, Commercial-road East, gun maker.—**Wm. D. Eves**, Caroline-st., Camden-town, commission agent.—**Daniel Davis**, Little Chesterfield-st., St. Marylebone, tallow chandler.—**John McLean**, Fetter-lane, Fleet-st., tailor.—**J. Blakeby**, Regent-st., Horseferry-road, shoemaker.

*Court-house, OLDBURY, Shropshire, April 16 at 10.*  
*Thomas Thomas, Dudley, Worcestershire, victualler.—Jos. Barnett, West Bromwich, builder.*

*Court-house, BIRMINGHAM, April 18 at 10.*

*Morris Roberts, Birmingham, bellows manufacturer.—Wm. Curson, Birmingham, plater.—Chas. Pagett, Birmingham, butcher.—James Bedworth, Birmingham, general carrier.—F. Bedworth, Birmingham, out of business.—Edw. Robbins, Birmingham, founder.—James Allen, Birmingham, out of business.—Wm. Hughes, Birmingham, milkman.—Jas. Moreton, Birmingham, cordwainer.—John Smallman, King's Norton, Worcestershire, cordwainer.—Wm. Stannah, Birmingham, baker.—Aaron Nicklin, Walsall, Staffordshire, victualler.—John Hubbard, Birmingham, carpenter.—Thomas Yallop, Birmingham, horse breaker.—T. Steel, Birmingham, brewer.—Benj. Millington, Birmingham, tool maker.—J. Brecknell, Birmingham, provision dealer.—Wm. Robinson, Birmingham, butcher.—Jos. Thompson, sen., Birmingham, out of business.—Fred. Penton, Birmingham, seal stone engraver.—George Davis, Birmingham, butcher.—Thos. Pugh, Birmingham, tool maker.—James Meek, Birmingham, butcher.—Jas. Hemus, Birmingham, butcher.—Wm. Stanley, Aston nigh Birmingham, coal dealer.—J. H. Allard, Birmingham, builder.—Jos. Coates, Birmingham, heavy steel tag maker.—John Frost, Birmingham, eating house keeper.—Daniel Duffield, Birmingham, brewer.—Wm. Gell, Birmingham, clerk to the Canal Company.—T. G. Zouch, Birmingham, victualler.—Samuel Piper, Birmingham, bricklayer.—Jos. Knight, Birmingham, packing case maker.—Thos. Smith, Birmingham, builder.—Wm. Mortimer, Birmingham, cabinet maker.—Geo. Hemming, Birmingham, victualler.—James Archer, Walsall, Staffordshire, cabinet lock maker.—Charles Archer, Walsall, Staffordshire, cabinet maker.—James Haden, Birmingham, timber dealer.—Edwin Jones, Birmingham, brush maker.—Henry Corns, Birmingham, shoe maker.—R. Watheo, Aston juxta Birmingham, milkman.—Felix Jones, Bilston, Staffordshire, out of business.—Wm. Morris, Aston juxta Birmingham, carpenter.—John Rose, Birmingham, plater.*

#### INSOLVENT DEBTORS' DIVIDENDS.

*William Somerville, Deptford, lieutenant in her Majesty's navy, March 29, Paine's, Deptford: 5s. 8d. in the pound (in addition to 10s. by former dividends).—Francis Cremer, Norwich, corn merchant, March 30, Jay's, Norwich: 1s. 3d. in the pound.—George Cole, Hillingdon, near West Drayton, innkeeper, March 25, Riches & Woodbridge, Uxbridge: 1s. 5d. in the pound.*

#### MEETING.

*James Allen, Strand, grocer, April 11 at 12, Crew's, Essex-st., Strand, sp. affairs.*

#### TO LAW STUDENTS, &c.

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# The Jurist

No. 273.

LONDON, APRIL 2, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Vice-Chancellor Wigram's Court .....	E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, APRIL 2, 1842.

A recommendation is made in the concluding passage of a pamphlet, noticed in another part of this journal, which deserves, in the present juncture of public affairs, the serious attention of a personage bearing a judicial title, though denuded, except as a fiction of the law, of judicial functions; we mean the Chancellor of the Exchequer. Mr. Miller proposes, that the Legislature should provide for the complete efficacy of equitable mortgages by deposit of title deeds; but he proposes at the same time, that they should be deprived of that which we believe constitutes their principal charm, the freedom from stamp duty. That this proposition might be acceptable in the eye of the functionary to whom we have alluded, is highly probable; but, whether it would find favor with the bankers and merchants and traders, who most deal with equitable mortgages, is quite another question; and whether, in the result, such a measure would be the cradle of a growing revenue, or the grave of equitable mortgages, is, also, a fitting question for curious speculation. That money to an enormous extent is constantly outstanding on the security of a mere deposit of deeds, is, we believe, not to be contested. And that, in the state in which the law was supposed to be before the dictum in *Whitworth v. Gaugain*, it was an extremely convenient and popular mode of giving and taking security, is not less incontestable; that is, while it was supposed that a deposit of deeds was a good security; and while it required neither the trouble of investigating a title, nor the expense of any kind of stamped instrument, it was thought much of by the trading community.

Abstractedly, however, we do not see what is the particular advantage of that mode of security. If the object of those whose commercial dealings lead them to effect the use of equitable mortgages, had been merely the rapidity with which they can be given for the pur-

pose of raising and securing money, it is quite plain, that it would have been always needless for a lender to remain exposed to the legal inconveniences attaching on a mere equitable mortgage. Nothing could have been easier and simpler than for the borrower to execute a short legal conveyance, which, though inferior, in regard to its want of formality, to a properly drawn conveyance, would have been, at least, as good as a deposit for all the purposes for which a deposit was good; and would have been better, in so far as it was a legal transfer.

Blank forms for such short deeds, containing merely words of conveyance and a covenant for title, might have been prepared under advice, and kept by bankers and other traders in the habit of requiring suddenly to raise money; and, so far as mere rapidity is concerned, a legal mortgage might have been created with as much rapidity as an equitable one. The observation of a learned and eminent Judge, "that it may frequently be necessary to raise money on a sudden before an opportunity can be afforded of investigating the title-deeds and preparing the mortgage," (*Keys v. Williams*, 3 You. & C. 55), has, we submit, no special applicability to mortgages by deposit, and would be met as well by a short legal conveyance, such as we have alluded to, as by an equitable deposit; for it is not the form of the conveyance or transfer of the interest in the estate, that renders the investigation of title requisite; that investigation has, in general, nothing to do with the question how the estate is to be transferred, but only with the question what is the estate, or whether there is any estate that can be transferred. Sudden advances on deposits of deeds can obviously be only obtained where the lender trusts the borrower, and has some knowledge of the fact, that he has an estate such as is purported to be represented by the deed brought to him. Why, then, should his confidence be diminished because the borrower, instead of merely bringing

the deeds and saying, "these are the title-deeds of my estate at A.," brings also a short conveyance ready drawn or printed, and executes it? The title would not, in either case, be examined; and every ground of objection on that score is as applicable to the one case as to the other. There is something, it is true, in the secrecy of equitable mortgages which has a real or supposed advantage to traders; but this, it is obvious, cannot co-exist with any efficient provision for making deposits a quasi legal security, inasmuch as such provisions cannot be effected without some mode of preserving a record of the mortgage transaction.

We are forced then to come back to the conclusion, that the only substantial ground on which a preference for equitable mortgages can be sustained, is the absence of stamp duty; and, if we recollect, that, for sums from 50*l.* to 500*l.*, the average stamp duty is 1*l.* 6*s.* per cent; and that, for sums from 500*l.* to 20,000*l.*, the average stamp duty is 18*s.* per cent., it will not seem wonderful that there should be a preference for a mode of security of such superior economy.

The question, however, as to rendering equitable mortgages efficient by legislative enactment, as against all subsequent incumbrances, legal or otherwise, appears to us, not so much whether equitable mortgages shall, by being so protected, continue to be resorted to as they now are; but which of the two modes of security, equitable or legal incumbrances, shall be forced out of general use. For if equitable mortgages are endowed with all the security of legal mortgages, and continue unchargeable with stamp duty, it is plain that they will, to a very great extent, if not wholly, supersede legal mortgages and other legal incumbrances. If, on the other hand, they are endowed with such security, and made liable to the ad valorem duty, then, we apprehend, that the principal grounds of their popularity, viz. their secrecy and economy, being withdrawn, they will not be much resorted to.

That it is desirable, however, that something should be done, in the way of settling the Law on this subject, cannot be doubted; for, at present, it seems conceded, first, that an equitable mortgage by deposit is clearly not good against a subsequent conveyance of the legal estate; and, secondly, that it is doubtful whether it is good against a subsequent judgment creditor proceeding under his judgment. The result is, that it is difficult to say when an equitable mortgage is worth anything at all as a security, except in the single excepted case of there being no subsequent dealing at all with the mortgaged property. This is clearly a state of the Law which must, if preserved, altogether drive equitable mortgages out of use.

We have received several communications on the subject of the annual duty paid by solicitors for the certificate necessary to authorize them to practise. The imposition of this duty has always been felt by the profession as a grievance. To those who are at the head of their profession, it must be admitted, the grievance is merely imaginary; but the number of these is very small; and not only to the young practitioner, but to the great body of practitioners, whether young or old, it has been and is a practically and heavily felt tax. We know that the laity have extraordinarily exagger-

ated notions of the gains of lawyers. To them a lawyer is now what a nabob was a century ago; they think him a being who finds gold grow under his feet; and they make their sons lawyers with an idea, that, being lawyers, they must become rich men. Of the fallacy of these lay dreams, the profession are but too well aware. It has been asserted, and we believe the assertion to be very near the truth, that the average gains of country solicitors do not exceed 200*l.* a year; and those of London practitioners are not much higher. It is well known, indeed, that now, few young men commencing practice, can hope to exist for the first four or five years of their career, by their professional labors. If they have not independent means of support, they are soon squeezed out of the crowd; and the number of attorneys weekly increasing the length of the insolvent list, is a melancholy proof of the fact. It is not necessary for us at present to enter into the remote and proximate causes of this state of things. We merely assert that it exists; and we are satisfied that the profession will almost unanimously bear witness to the truth of the assertion. Such, then, being the fact as regards the state of the profession, it becomes a matter of serious consideration, when they are called upon to bear, with the rest of their fellow citizens, such additional direct imposts as the wisdom of Parliament may think fit to lay on the community at large, whether the time has not arrived when they ought to unite in raising the question, whether there is any special reason why they should not only so bear their share of the general taxation, but continue, at the same time, to be subjected to a special impost, amounting of itself, as regards by far the greater number of practising solicitors, to a direct income tax, ranging between 3*l.* and 4*l.* per cent. We are informed, that steps are being taken to bring this question before the legislature. We trust that such is the fact; and that the men in great business, those who, not practically feeling the certificate tax, cannot have their motives misconstrued, will take the lead in endeavouring to obtain for their less fortunate brethren, a remission which is necessary, in order to put solicitors on an equality in point of burthens with men in other professions.

The fiction, that the imposition of a special burthen of this kind has any thing to do with the respectability of the practitioner, is, of course, in the present day, absurd. The respectability of the body of solicitors depends on far other considerations than the payment of some 8*l.* or 12*l.* per annum. It depends on the greater attention which is paid to the education of young men destined for the profession, and the greater estimation in society in which those who honorably fulfil their responsible duties are held. The certificate duty, whatever it may have been, is now, and has for many years, been a fiscal duty, and nothing more. And the whole question is, therefore, whether there is any good reason why a solicitor should pay 8*l.* or 12*l.* per cent. on his income, towards the public burthens, when men in every other profession and trade pay but 3*l.*; or, to speak with the accuracy of a premier, 2.917*l.*

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—Sayers Turner, of Colchester, Essex; James Pearce, of Southmolton, Devonshire; John Pearce, of Hatherleigh, Devonshire; Frederic Willis, of Leighton Buzzard, Bedfordshire; John Cunningham, jun., of Braintree, Essex.

## CORRECT MODE OF DESCRIBING A STATUTE.

Before the stat. 33 Geo. 3, c. 13, an act of parliament (in the absence of any special direction to the contrary) was considered to have passed, and its operation to have commenced, on the first day of the session. Since that statute, the commencement of the act (except where another period of commencement is therein provided) dates from the day on which it received the royal assent; and that day is directed to be indorsed on every act immediately after the title, and to be considered as part of the act.

This alteration in the law occasioned a corresponding change in the correct mode of describing or reciting a statute. A statute, passed previously to the act of Geo. 3, may be correctly described as of the year in which the session began, though the session extended into another year of the reign, and the statute was, in fact, passed in this subsequent year; and it is, in the latter case, incorrect to describe it as of the year in which it actually passed. For instance, the statutes passed in the first session of parliament in the reign of James I, are written in the statute book under the year secundo (vulgo primo). It appears that the parliament was begun and holden on the 19th March, in the first year of the King's reign; that was, within a few days of the end of the first year, Queen Elizabeth having died on the 24th March preceding; and it also appears, that it was continued until the 7th July, 1604, and then prorogued until the 7th February following; both which latter dates were clearly in the second year; and it was, therefore, objected, that the statute ought to have been described as of the second year. But it was contended, at the bar, by Mr. Abbott, and the court adopted his argument in their judgment, that, as it appeared that the parliament was begun in the first year of the King, and as there was nothing to denote the precise day on which the statute passed, whether before or after the adjournment or prorogation, the rule of law must apply, that all enactments relate to the first day of holding the parliament; and, therefore, the statute was properly described as of the first year. (*Bryant v. Withers*, 2 M. & S. 123).

In the same way, it has been held, (*Rumsey v. Tuffnell*, 9 Moo. 425; 2 Bing. 255), that the statutes printed in the statute book as of the 29 Eliz., ought to be pleaded as of the 28th year of her reign; for there was no parliament roll for the former year; and although the parliament was adjourned, still it had relation back to the first day of the session, which, in this instance, commenced on the 29th October, in the 28 Eliz.

On the other hand, statutes passed since the act of Geo. 3, being referred to the date of the royal assent as the period of their commencement, may be correctly described as of the year when they received the royal assent, though the session in which they passed extended from that year into another; and if the royal assent was given in the latter of the two years, it would be inaccurate to describe them as of the former year alone. Thus, the Copyhold Commutation Act, 4 & 5 Vict. c. 35, appears to be improperly described in some of the forms that it provides, as an act passed in the fourth year of the reign; the royal assent having been given to it on the 21st January, 1841, the second day of the fifth year. On the other hand, the act relating to the qualification of members of parliament (1 & 2 Vict. c. 48; royal assent July 27, 1838) is correctly mentioned, in the form of declaration therein prescribed, as an act passed in the second year of the reign.

And in either case, whether the statute was passed before or since the act of Geo. 3, it is, in pleading, fatal, and in any kind of document inaccurate, to describe a statute as passed in two years of a reign, though the session of parliament in which it was passed extended from the one year into the other.

Thus, "it hath been adjudged," says Hawkins, "that, in an indictment, a repugnancy in setting forth the time when a parliament was holden, is fatal; as, if a statute be recited as made on such a day in the first and second years of such a king, for, it is impossible, that one and the same day should be in two years. (*Langley v. Haynes*, Moore, 302; Hawk. P. C., b. 2, c. 25, s. 104). Again, in *Nutt v. Steadman*, (Fort. 372), it was held, that a statute ought not to be pleaded as made in the 8th and 9th years of the reign of Will. 3, but that it ought to be pleaded of the 8th year, when the session began; for, in law, an act cannot be made in two years, and though so mentioned in the statute book, it cannot be good. So, likewise, in a case since the act of Geo. 3, (*R. v. Biers*, 1 Adol. & Ell. 377; 3 Nev. & M. 475), it was objected, that the indictment was bad, inasmuch as it alleged, that the defendants, well knowing that the prosecutors were liable to such penalties as should be incurred by the driver of their carriage, under an act passed "in the second and third years of the reign of his present Majesty," conspired, &c. The form of conviction, given in a schedule to the act in question, (printed as 2 & 3 Will. 4, c. 120), speaks of it as an act "passed in the third year," &c. But an act of the 3 & 4 Will. 4, c. 48, for amending the act in question, recites it, in the preamble, as an act, "passed in the second and third years of the reign of his present Majesty;" and that, it was contended, was a sufficient warrant for the mode of description used in the indictment. The court, however, held, that the objection to the indictment was good, on the authority of *Langley v. Haynes*, followed up by the decision in *Nutt v. Steadman*. And in a very recent case, where the declaration described the act for abolishing arrest on mesne process in civil actions, as "an act made and passed in the first and second years of the reign of her Majesty Queen Victoria, intituled, &c.," it was held, that this description of the statute was incorrect, and constituted a variance that was fatal, (*Gibbs v. Pike*, 8 Mee. & W. 223), "it being clearly inaccurate," said Mr. Baron Parke, "to state the statute to have passed in two years, because all acts take effect from the time of receiving the royal assent, unless otherwise provided for."

But, in all cases where the session extended from one year into another, whether the statute was passed before or after the act of Geo. 3, and whether it was passed in the first or the second of the two years, the most safe and accurate method, and that prescribed by the court in the cases both of *R. v. Biers* and *Gibbs v. Pike*, is, to describe it as "passed in the session of parliament held" in those years; for this, it is evident, will prevent the possibility of any exception being taken to the correctness of the statement, or of any confusion with the acts of another session. This mode of statement is followed in the act for the further amendment of the law, 3 & 4 Will. 4, c. 42, (an act, whose authorship is attributed to one of the most distinguished ornaments of the bench), which, in s. 16, refers to "the statute passed in the session of parliament held in the eighth and ninth years of the reign of King William the Third, intituled, &c."

There is, however, a peculiar exception to these rules, deserving of notice, that came under consideration in the case of *Rann v. Green*, (Cowp. 474). The declaration described a statute on which the action was brought to be a statute of the 4th of Philip & Mary, whereas, the record, when produced in evidence, appeared to be of the 4th & 5th of Philip & Mary. It was contended, that the former was the true description of the statute; it being made in the fourth year of their joint reign. Lord Mansfield said: "It is impossible to get over this objection. The only question is, whether this is a variance in the description of the material ground of action? In some reigns, as in Car. 2 and Geo. 2, it happens, that the parliament meets in one year of the reign, and continues during part of the next year. In

that case, the method is to intitle the acts passed of both years. But, in point of law, acts of parliament, which do not, in words, confine the commencement to a particular day, or where the commencement does not appear from the subject-matter, refer to the first day of the session; and, therefore, supposing this to be an act of the 4th & 5th of Philip & Mary, according to such method, it would, in truth, be a statute of the 4th, and ought to be so set forth. But, in this case, it is different. Philip, by act of parliament, has the stile of King. But his being so intitled does not annihilate the first year of the reign of Queen Mary. Therefore, from that time, the statutes are intitled the 1st & 2nd, the 2nd & 3rd of Philip & Mary, and so on; that is, the 1st of Philip and 2nd of Mary, &c. Here the declaration describes the statute to be of the fourth of Philip & Mary. Upon the parliament roll being produced, it appears to be an act passed in the 4th & 5th of Philip & Mary. The statute, therefore, described in the declaration, is different from the statute produced; and, in fact, there is no act in the statute book of the 4th of Philip & Mary."

The decisions we have been considering have all taken place on matters of pleading; and though there may not be the same motives for exacting the observance of this scrupulous correctness in other documents, for example, in those that occupy the attention of the conveyancing draftsman, as the same fatal consequences are not risked; yet, even there, the nicest accuracy and propriety of verbal details might be advantageously studied, by following the method of describing a statute recommended in *R. v. Biers*, wherever it may be consistent with the desirable perspicuity and terseness of expression. In the conveyance by release, indeed, the inconvenience of lengthening the parenthetical mention of the statute 4 & 5 Vict. c. 21, interposed between the nominative and the verb in the operative part of the deed, would seem to present a sufficient reason for adhering to the usual form of referring to it as "An Act passed in the fourth year of the reign of her present Majesty, &c.:" since, as we have seen, that mode of stating it, (the act having received the royal assent on the 18th May, 1841), seems to be fully warranted, even on the strict principles of pleading, by the authorities to which we have called our readers' attention.

In the case, however, of statutes which received the royal assent in the latter of two years in which the session was holden, convenience requires that they should be described as of both years, in order to distinguish them from statutes in a subsequent session commencing or held in the same year; and, consequently, that the method should be adopted of stating them as statutes "passed in the session of parliament, held in the th and th years of the reign, &c."

The plan of describing the statutes passed in the first of the two years in which the session was held, as statutes of that first year alone, and those passed in the second year, as statutes of both years, has also this advantage—that it agrees with the mode adopted by the Queen's printer in the copies printed by him. And this authority has been referred to, as at least presumptive evidence of the authentic text of the title of a modern statute in the case of *Rex v. Barnett*, (3 Camp. 345), where the title of a statute, (one in the 5th year of Elizabeth), in the copy of the act lately printed by the King's printer, being different to that in Ruffhead's edition of the statutes, Lord Ellenborough said, that, in the case of a recent statute, he should have acted upon the copy printed by the King's printer; but, with regard to a statute of Queen Elizabeth, he should consider Ruffhead to be correct, till the contrary was proved by an examination of the parliament roll.

In concluding these remarks upon the mode of describing statutes in legal documents, we may notice two practices that prevail in the manner of citing statutes;

matters, indeed, of minor importance, but not wholly unconnected with our subject. When a session of parliament has extended from one reign into another, it is very common to cite a statute of frequent reference, as a statute of the first year of the new reign only. Thus it is, we believe, an almost universal practice to cite the new Will Act as the 1 Vict. c. 26. And this is the mode adopted by the Queen's printer in the heading to his copies. On the other hand, statutes passed in the first of two years in which the session was held are frequently cited as statutes of both years; this being the general description prefixed to the collective edition of the statutes of the whole session. But these modes of citation are by no means uniformly observed, even in the pages of the same legal author. B.

### Reviews.

*An Essay on Equitable Mortgages by Deposit of Deeds, with Remarks, &c. By SAMUEL MILLER, Esq., Barrister. [Butterworth.]*

We had anticipated, on opening this pamphlet, that we should find a minute inquiry into the doctrine supposed to flow from the dictum of Lord Cottenham, in *Whitworth v. Gaugain*, (see ante, vol. 5, p. 523, and p. 509), a doctrine obviously of the highest importance; since, if the rule be according to the dictum in that case, that a subsequent judgment creditor, without notice, having sued out an elegit, will not be restrained by injunction from proceeding under such elegit at the suit of a prior mortgagee by deposit, it is plain, that an equitable mortgage by deposit is, taking into consideration its other disadvantages, a nearly worthless security. Mr. Miller has not, however, treated this question at any length; his object appears to have been rather to set forth a concise exposé of the law on equitable mortgages by deposit, as it stood before *Whitworth v. Gaugain*; and then, stating the case of *Whitworth v. Gaugain*; the doubt created by it; and the importance in regard to commerce of the practice of mortgaging by deposit of deeds,—to point out, that the law is in such a state as to render the interposition of the Legislature requisite for the purpose of making that practice safe and convenient. The learned author's statement of the law of mortgages by deposit contains nothing of novelty; indeed, such an essay could scarcely at the present day, be original, without becoming incorrect. It is, however, clear and concise, and may be read with advantage, as a neat resumé of the cases. With the meagreness of the portion devoted to the examination of *Whitworth v. Gaugain*, we confess ourselves disappointed; the dictum of Lord Chancellor Cottenham, being merely such, is clearly open to discussion; and we think the author would have deserved better of the profession if he had learnedly and laboriously opened the law on this doubt, instead of leaving it, as he found it, a mere doubt.

We conclude with quoting his propositions for legislative interference, which seem deserving of consideration:—

"The enactments (says Mr. Miller, p. 84) necessary for this purpose will, it is conceived, be very simple, being almost confined to a declaration, that, for the future, no equitable mortgage by deposit of deeds should be deemed valid, unless a memorandum in writing be signed by the mortgagor, expressing the purpose for which the deposit is made, and the extent of the security; but, that every equitable mortgage, with such a memorandum, should be good against all subsequent incumbrances, whether legal or otherwise. It may, perhaps, be desirable to determine, by enactment, how far the deposit of a portion only of the title deeds shall be deemed sufficient; and to carry out the suggestion of Lord Eldon, in the case of *Evans v. Dick-*

*sell*, (6 Ves. 190), by making an exception in favour of joint tenants, tenants in common, and other persons, who cannot possess themselves of the title deeds of the estate in which they may be interested; but these will be mere matters of detail.

"One other provision, however, it is submitted, will be indispensable, and cannot be objected to by the holders of equitable mortgages, for the great boon they will obtain in having their securities rendered indisputable; and that is, to render the memorandum of deposit liable to the same stamp as is now imposed upon a legal mortgage; but, as many cases may occur, where equitable mortgages may be created for the sole purposes of commerce, and to exist for very short periods, the same regulations, it is submitted, should be made, with regard to stamping these memoranda, as are in force in relation to agreements, viz. that it should not be compulsory upon the holders to stamp them immediately, but that no equitable mortgage should be put in force, or be receivable in evidence, without the memorandum of deposit being stamped; and that, if not stamped within twenty-one days after its being signed, the stamp should only then be affixed on payment of a certain penalty.

"With the simple provisions above suggested, it is humbly conceived, the objections against equitable mortgages, so long urged on judicial authority, would be effectually removed, while merchants and capitalists would obtain all the advantages to be derived from them; and a considerable benefit would accrue to the revenue."

## London Gazette.

TUESDAY, MARCH 29.

### DECLARATIONS OF INSOLVENCY.

WILLIAM HOOPER, Reading, Berkshire, tobacco-manufacturer.

GEORGE BROWN, Pembroke-cottage, Chapel-st., Grosvenor-place, bricklayer, plasterer, and builder.

### BANKRUPTS.

SAMUEL PALMER GLADSTONE, Crisp-st., East India-road, Poplar, shipwright, April 7 at 11, and May 10 at 12, Court of Bankruptcy: Off. Ass. Whitmore; Sols. J. and T. Gole, 49, Lime-st., Leadenhall-st.—Fiat dated March 28.

CHARLES JAMES WILLIAMS and EDWARD NEVILL, Birmingham, factors and coffin furniture makers, April 6 and May 10 at 2, Waterloo-rooms, Birmingham: Sols. Unett & Sons, or Sackling, Birmingham; Tooke & Son, Bedford-row.—Fiat dated March 23.

THOMAS SCOTT, Barnwood, Gloucestershire, brick maker, April 11 and May 10 at 12, Winterbotham & Thomas's; Tewkesbury: Sols. Winterbotham & Thomas, Tewkesbury; Baylis, Devonshire-sq.—Fiat dated March 21.

JOHN CROWE, Sunderland, Durham, innkeeper, April 14 at 12, and May 10 at 11, Bridge Hotel, Sunderland: Sols. Preston, Newcastle-upon-Tyne; Shield & Harwood, Queen-st., Chesapeake.—Fiat dated March 1.

HENRY DUCKETT, Ramsgate, Kent, carpenter and builder, April 6 and May 10 at 1, Royal Oak Inn, Ramsgate: Sols. Daniel, Ramsgate; Hawkins & Co., New Boswell-st., Lincoln's-inn.—Fiat dated March 17.

JOSEPH KILSBY, Roade, Northamptonshire, shoe-manufacturer, April 8 at 11, and May 10 at 2, Dolphin Inn, Northampton: Sols. Becke, Northampton; Low, Staple-inn.—Fiat dated March 23.

SAMUEL WILD, Manchester, coal dealer, April 22 and May 10 at 2, Commissioners'-rooms, Manchester: Sols. Taylor, Manchester; Wright, 5, New-inn.—Fiat dated March 19.

JOHN DARBYSHIRE and SAMUEL POPE, Manchester and Clayton-bridge, Lancashire, and City of London, calico and mouline de laine printers, April 13 and May 10 at 2, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, Lincoln's-inn-fields.—Fiat dated March 23.

EDWARD SMITH, Southampton, grocer, April 9 and May 10 at 12, George Inn, Southampton: Sol. Sandell, 22, Bread-st., Cheapside.—Fiat dated March 5.

ELIZABETH FRANKLAND, Reading, Berkshire, widow, innkeeper, April 11 and May 10 at 1, George Inn, Reading: Sols. Weedon & Slocombe, Reading; Hill, 23, Throgmorton-st.—Fiat dated March 18.

EDWARD TILL, Worcester, butcher, April 5 and May 10 at 12, New Greyhound Inn, Worcester: Sols. Hill, Worcester; Beeke & Flower, 7, Lincoln's-inn-fields.—Fiat dated March 22.

ROBERT MARTIN, Beccles, Suffolk, carpenter and cabinet maker, April 12 and May 10 at 12, White Lion Inn, Beccles: Sols. Read, Halesworth; Francis & Son, Monument-yard.—Fiat dated March 23.

SAMUEL MAGNUS, Dover, Kent, aloseller, April 11 and May 10 at 2, Shakspeare Hotel, Dover: Sol. Bass, Dover.—Fiat dated March 24.

### MEETINGS.

C. V. Smith and R. E. Goulding, Tottenham-court-road, linen drapers, April 9 at half-past 11, Court of Bankruptcy, pr. d.—David Storm, Cardiff, Glamorganshire, builder, April 26 at 11, Westgate Inn, Newport, pr. d.—Thomas Robinson, Leadenhall-st., tallow merchant, April 1 at half-past 1, Court of Bankruptcy, last ex.—Geo. Hallett, Ryde, Isle of Wight, draper, April 13 at 1, Pier Hotel, Ryde, last ex.—Jos. Greenwell and Stephen Greenwell, Shadforth-mill, and Crime-house, near Shadforth, and Sherburne, Durham, corn and flour dealers, April 22 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, last ex.—Chas. Nicholls, Shrewsbury, Shropshire, flannel merchant, April 18 at 11, Shire-hall, Shrewsbury, last ex.—Wm. Horsnail, Dover, Kent, carpenter and joiner, April 11 at 1, Shakspeare Hotel, Dover, last ex.—Jas. Kirkpatrick, Newport, Isle of Wight, Southampton, banker, April 14 at 11, Guildhall, Newport, last ex.—W. Nicholson, Leeds, banker, April 21 at 10, Commissioners'-rooms, Manchester, last ex.—J. Gibbs, Great Yarmouth, Norfolk, tavern keeper, April 9 at 5, Crown and Anchor Tavern, Great Yarmouth, last ex.—Samuel Martin, Shoreditch, grocer, April 21 at half-past 11, Court of Bankruptcy, pr. d. and aud. ac.—S. H. Cresswell and J. May, jun., Devonport, wine merchants, April 19 at 12, Court of Bankruptcy, aud. ac. and div. joint and sep. est.—John Brook and Thos. Brook, Stourbridge, Worcestershire, April 21 at 12, Court of Bankruptcy, aud. ac. and div.—John Denyer, High-st., Southwark, tailor, April 21 at 1, Court of Bankruptcy, aud. ac. and div.—Thos. Smith, Fore-st., wine merchant, April 20 at 11, Court of Bankruptcy, aud. ac.—Wm. Straker, West Strand, bookseller, April 21 at 11, Court of Bankruptcy, aud. ac. and div.—Benj. Oliver and William Goodwin, High Wycombe, Buckinghamshire, drapers, April 21 at 11, Court of Bankruptcy, aud. ac.—J. Graham, Hackney-road, grocer, April 21 at half-past 11, Court of Bankruptcy, aud. ac.—Chas. Schofield, Kingston-upon-Thames, timber and coal merchant, April 21 at 12, Court of Bankruptcy, aud. ac. and div.—Rich. Catlin, Leicester, glazier, April 20 at 12, White Hart Inn, Leicester, aud. ac.—Rich. Edgell, New Inn, near Rownham-ferry, Long Ashton, Somersetshire, innkeeper, May 3 at 11, Commercial-rooms, Bristol, aud. ac.—Richard Marria, Chepstow, Monmouthshire, timber merchant, April 18 at 12, Beaufort Arms Inn, Monmouth, aud. ac.—Gylly Hairsine, York, linen draper, April 22 at 12, Guildhall, York, aud. ac.—John Anderson, Liverpool, oil merchant, April 20 at 12, Clarendon-rooms, Liverpool, aud. ac.—T. Molineux, Manchester, victualler, April 22 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 10, div.—John Fowkes, Beccles, Nottinghamshire, grocer, April 19 at 11, George the Fourth Inn, Nottingham, aud. ac.—Wm. Fretwell, Leeds, colonial merchant, April 22 at 10, Commissioners'-rooms, Leeds, aud. ac.—Rest Fenner and Steph. Hobson, London-st., Fenchurch-st., corn factors, April 19 at 11, Court of Bankruptcy, fin. div.—Josh. Ewbanke, Crawford-st., Mary-le-bone, draper, April 19 at half-past 11, Court of Bankruptcy, fin. div.—T. Wright, London, coffin furniture dealer, April 19 at 12, Court of Bankruptcy, fin. div.—Geo. Smallfield, Newgate-st., printer, April 19 at half-past 12, Court of Bankruptcy, fin. div.—James P. Lloyd, Coventry-street, boot maker, April 19 at 1, Court of Bankruptcy, fin. div.—Rich. A. Jones, Friday-st., Cheapside, linen and Manchester warehouseman, April 20 at 12, Court of Bankruptcy, div.—Chas. M'Lean, Poland-st., Oxford-street, upholsterer, April 19 at half-past 12, Court of Bankruptcy, div.—Geo. and Geo. Evans, High-st., Southwark, hop mer-

chants, April 21 at 1, Court of Bankruptcy, div.—*Alexander Beauvais*, John-st., Berkeley-sq., wine merchant, April 19 at 12, Court of Bankruptcy, div.—*Chas. Brown*, Oxford-street, china and glass dealer, April 20 at 11, Court of Bankruptcy, div.—*Chas. Stocking*, Paternoster-row, bookseller, April 20 at half-past 11, Court of Bankruptcy, div.—*Robert M'Kinlay and Alex. Marr*, Silver-st., Wood-st., rectifiers, April 20 at 12, Court of Bankruptcy, div.—*Arthur Oppenheim and Walter Mich. Oppenheim*, Mansell-st., Goodman's-rents, timber merchants, April 20 at half-past 12, Court of Bankruptcy, div.—*John Baker*, Sidmouth, Devonshire, brewer, April 27 at 12, Old London Inn, Exeter, and ac.; at 2, fin. div.—*Abraham Tempest*, Clayton-heights, Bradford, Yorkshire, worsted spinner, April 19 at 12, Commissioners'-rooms, Leeds, fin. div.; at 1, and ac.—*Peter Mann*, Leeds, army contractor, April 21 at 10, Commissioners'-rooms, Leeds, and ac.; at 11, div.—*J. Hatfield*, Manchester, and Bagguley, Chester, horse dealer, April 25 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, and ac.—*Wm. Swift and Robert Crompton*, Manchester, drapers, April 22 at 10, Commissioners'-rooms, Manchester, and ac.; at 11, div.—*John Molineux*, sen., Liverpool, professor of music, April 18 at 12, Clarendon-rooms, Liverpool, and ac.; at 1, first and fin. div.—*J. Young*, Newport, Monmouthshire, ship builder, April 26 at 12, Westgate Inn, Newport, and ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED

*Unless Cause shewn to the contrary, on or before April 19.*

*Henry Trent and Edwin W. Trent*, Oldford, near Bow, rope makers.—*Sam. Tarbotton*, Leeds, chemist.—*George O. Brown*, Sheffield, timber merchant.—*Eliz. C. Radford, Josh. Radford, and Jos. Radford*, Manchester, ironfounders.—*Jas. Fanner*, Basinghall-st., and Bradford, Wiltshire, woollen manufacturer.—*Wm. Webb Ogbourne*, Honey-lane, Cheapside, commission agent.—*Geo. Anton and Geo. D. Mitchell*, Corn Exchange, Mark-lane, corn factors.

#### PARTNERSHIP DISSOLVED.

*James Fawcett, Benj. Wm. Rawlings, and D. A. Rivolta*, Jewin-street, Cripplegate, and Romford, Essex, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*John P. Nichol*, Glasgow, insurance broker.—*A. Rankine*, Kircudbright, merchant.—*Rob. Stiten*, Glasgow, merchant.—*Duncan Henderson*, Coatbridge, near Airdrie, ironmonger.

#### INSOLVENT DEBTORS.

*Saturday, March 26, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Jos. Bryant*, Acton-green, Turnham-green, general dealer, No. 52,721 T.; the Rev. Ebenezer Smith, assignee.—*James Barlow*, Wallgate, Wigan, Lancashire, joiner, No. 58,914 C.; *Jas. Morris and Jas. Burland*, assignees.—*Geo. Oates*, Truro, Cornwall, draper, No. 52,302 C.; *Parminster Cardell*, assignee.—*Elizabeth Jones*, Blaenlaine, near Llangeller, Carmarthen, widow, No. 58,450 C.; *John Williams*, assignee.—*George C. Hayes*, Great Waltham, Essex, draper, No. 58,86 C.; *John Wilson*, assignee.—*Richard Baker*, Ipswich, Suffolk, butcher, No. 58,955 C.; *Robert Garrod*, assignee.—*Samuel Blomfield*, Oecold, near Eye, Suffolk, carpenter, No. 59,026 C.; *William Brown, jun.*, assignee.—*John Shaylor*, Manchester, manufacturer's traveller, No. 58,543 C.; *Fredk. Furner*, assignee.—*Robert Scholes*, Bolton-le-Moors, Lancashire, butcher, No. 58,812 C.; *Hugh Gillibrand*, assignee.—*Edward Duerden*, Sabden, near Padiham, Lancashire, grocer, No. 58,854 C.; *Hill Speak*, assignee.—*Jos. Johnson*, Liverpool, tailor, No. 59,050 C.; *Henry Duke Norman*, assignee.—*Thos. Bennett*, Blackman-street, Southwark, boot-maker, No. 14,451 T.; *G. Rands and Robert Arthur*, assignees.—*Wm. Donnan*, North-place, West-square, Southwark, traveller to a linen-draper, No. 52,767 T.; *Joseph Vickers*, assignee.—*Wm. Nettleship*, Kirby-street, Hatton-garden, jeweller, No. 52,711 T.; *Thos. Jeffreys*, assignee.—*Wm. P. Cowley*, Hereford, out of business, No. 58,324 C.; *Bernard Smith*, assignee.—*Samuel W. Darke*, Red Lion-square, attorney at law, No. 27,602 T.; *W. Warne*, new assignee, in the room of William Waterman, deceased.—*John Blackburn*, Blackburn, Lancashire, out of business, No. 58,242 C.; *Thomas Dutton and Thomas Thwaites*, assignees.—*Samuel Whitworth*, Whalley-banks, Blackburn, Lancashire, shopkeeper, No. 58,912 C.; *James Chadburn and Robert Clemestra*, assignees.—*John Atkinson*, Deansgate,

Manchester, butcher, No. 58,255 C.; *Richard Leake and George Lambert*, assignees.—*John Sharples*, Bank-fold Yate and Pickup-bank, near Blackburn, Lancashire, farmer, No. 58,881 C.; *John Briggs and Peter Little*, assignees.—*John Booth*, Hulme, Manchester, out of business, No. 58,501 C.; *Harry Bentley, Wm. Craig, and Archibald Weir*, assignees.—*James Makinson*, Nova Scotia, Blackburn, Lancashire, joiner, No. 58,217 C.; *Thomas Thwaites*, assignee.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, April 19 at 9.*

*Wm. Tinson*, Holborn-hill, out of business.—*Francis Layton Vass*, Clapham, near the Church, Surrey, veterinary surgeon.—*Wm. Burns*, Harrow-road, Paddington, auctioneer.—*Thomas William Venn*, Bell-yard, Gracechurch-street, pork-butcher.—*Francis Ambrosini*, Albion-place, Red Lion-street, Clerkenwell, looking-glass manufacturer.—*George Myers*, Bridgewater-square, Barbican, British lace manufacturer.—*J. Cook*, High-st., Deptford, Kent, boot and shoemaker.—*Thos. Warwicker*, Hornsey-road, Islington, saddler.—*J. Foulkes*, Upper Thames-street, locksmith.—*Thos. Allen*, Strand, artificial florist.

*April 21, at the same hour and place.*

*James Wilkinson*, Great Queen-st., Lincoln's-inn-fields, shoemaker.—*Thos. P. Hoseason*, Castle Hotel, Castle-street, and Chancery-lane, owner of race and steeple-chase horses.—*John Foster*, Church-st., Stoke Newington, carpenter.—*Rd. Petty*, Old Jewry, machine-ruler.—*Jas. Shiers*, Charlton-st., Somers'-town, bricklayer.—*John Waite*, Newington-causeway, shoemaker.—*Wm. Pitt*, Great Marylebone-street, trunk-maker.—*Wm. Hibbert*, High-st., Whitechapel, butcher.—*J. Cull*, Norton-street, Marylebone, out of business.—*Joseph K. Gillman*, Stratford, and Leyton, Essex, tailor.

*Court-house, WARWICK, Warwickshire, April 21 at 10.*

*William Jones*, Birmingham, tailor.—*Thomas Lester*, West Orchard, Coventry, ribbon-weaver.—*J. Miller*, Attleborough, Nuneaton, miller.—*Wm. Dawes*, Birmingham, out of business.—*Wm. Smith*, Leamington Priors, coachman.—*Wm. Finch*, Birmingham, blacksmith.—*George Johnson*, Collycroft, Redworth, victualler.—*Wm. Hill*, Spark Brook, near Birmingham, wheelwright.—*Samuel Duffield*, Birmingham, gun-maker.—*Sophia Whall*, widow, Birmingham, out of business.—*Book Hollins*, Birmingham, jeweller.—*Claude Brown*, Studley, surgeon.—*J. Gething*, Birmingham, boatman.—*Thos. Brookes*, Beunssall, common carrier.—*Rd. Vallant*, Birmingham, merchant's clerk.—*Ed. Daniel*, Atherstone, out of business.—*T. Cope*, Birmingham, engraver.—*Abraham Shute*, Nuneaton, pawnbroker.—*Edwin Collins*, Birmingham, warehouse clerk.—*Andrew Chambers*, Birmingham, out of business.—*Charles Whitworth*, Sparkbrook, near Birmingham, out of business.—*Wm. Ball*, Salford, near Alcester, out of business.—*Wm. Simcox*, Birmingham; upholsterer.—*William Langford*, Birmingham, out of business.—*Ed. Latham*, Birmingham, schoolmaster.—*James Wm. Ivimey*, Edgbaston, commission-agent.—*Wm. Jones*, Walsall, coach and harness-furniture-maker.—*T. Checketts*, Aston, Cantlow, butcher.—*Thomas Miller*, Bedworth, out of business.—*Wm. Miller*, Attleborough, Nuneaton, miller.—*Geo. Morecroft*, Tamworth, dealing in hops.—*Jos. Clarke*, Birmingham, horse-dealer.—*William Thompson*, Ashted, Birmingham, chair-maker.—*John A. Squiers*, Leamington Priors, sheriff's officer's assistant.

#### FRIDAY, APRIL 1.

#### DECLARATIONS OF INSOLVENCY.

**ABRAHAM CROSSFIELD**, Whitechapel-road, and Highland's Farm, Comp, Leybourne, Kent, scrivener and hop planter.

**PETER PYNE**, Crooked-lane-chambers, provision broker.

**CHARLES GOODMAN**, Northampton, cutler and tobaccoist.

**JOSEPH WALLWORTH and THOMAS WALLWORTH**, Manchester, corn, flour, and provision dealers.

#### BANKRUPTS.

**ARTHUR JARRETT**, Castle-st., Southwark, hat manufacturer, April 15 and May 13 at 1, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Sheppard & Co., Cloak-lane.—Fiat dated March 26.

**SAMUEL GARCIA**, Brydges-st., Covent-garden, shell fish-monger, April 7 at 11, and May 13 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sol. Lewes, Albany, Piccadilly.—Fiat dated March 22.



**FRANCIS KIRKHAM FOWELL** and **EDMUND THOMAS CRAWFORD**, Boulogne sur Mer, France, and Piccadilly, wine merchants, April 8 at 12, and May 13 at 1, Court of Bankruptcy: Off. Ass. Fennell; Sols. Pering & Co., 5, Lawrence Poultry-place.—Fiat dated March 29.

**JOHN BLAKE**, Bridge-st., Westminster, wine and spirit-merchant, April 6 and May 13 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Dinamock, Skinner's-place, Sizieme.—Fiat dated March 24.

**JOHN WRIGHT**, Wolverhampton, grocer, and Lichfield, Staffordshire, tailor and draper, April 13 and May 13 at 10, Swan Hotel, Wolverhampton: Sols. Bennett, Wolverhampton; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated March 25.

**THOMAS WINDER**, Lancaster, ironmonger, brasier, and tinsmith, April 16 and May 13 at 11, King's Arms Inn, Lancaster: Sols. H. and T. Baldwin, Lancaster; Holmes & Co., New Inn.—Fiat dated March 24.

**RICHARD TERRY**, Cheltenham, Gloucestershire, common brewer, April 11 and May 13 at 10, Royal Hotel, Cheltenham: Sols. Boodle, Cheltenham; Blower & Vizard, 61, Lincoln's-inn-fields.—Fiat dated March 25.

**JAMES NUTTER**, Cambridge, miller and merchant, April 22 and May 13 at 11, Eagle Inn, Cambridge: Sols. Harris & Sumpter, Cambridge; Sharpe & Co., 41, Bedford-row.—Fiat dated March 21.

**WILLIAM VICKERS**, Manchester, ironfounder and dyer, April 23 and May 13 at 11, Commissioners'-rooms, Manchester: Sols. Croesley & Sudlow, Manchester; Milne & Co., Temple.—Fiat dated March 19.

**CHRISTOPHER JACKSON**, Clitheroe, Lancashire, joiner and builder, April 22 and May 13 at 11, Court-house, Burnley: Sols. Hall, Clitheroe; Johnson & Co., 7, King's Bench-walk, Temple.—Fiat dated March 14.

**GEORGE MORRISON**, Nottingham, lace manufacturer, April 8 at 12, and May 13 at 1, George the Fourth Inn, Nottingham: Sols. Hurst, Nottingham; Taylor & Collinson, 28, Great James-st., Bedford-row.—Fiat dated March 4.

**WILLIAM CARR** and **JOHN COULL CARR**, Sunderland, Durham, merchants, April 14 at 1, and May 13 at 11, Bridge Inn, Sunderland: Sols. Keenlyside & Harle, Newcastle-upon-Tyne; Cuvelje & Co., 19, Southampton-buildings.—Fiat dated Jan. 11.

**BAILEY HILLYARD**, Bristol, freestone, coal and timber merchant, April 9 and May 13 at 2, Commercial-rooms, Bristol: Sols. Smith, Bristol; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated March 14.

**ELIZABETH LINSTAD**, Liverpool, pawnbroker, April 16 and May 13 at 1, Clarendon-rooms, Liverpool: Sols. Norris, Liverpool; Chester & Toulmin, Staple-inn.—Fiat dated March 29.

**SAMUEL WAGSTAFF**, French's Wharf, Saddleworth, Yorkshire, grocer, corn, and provision dealer, April 23 and May 13 at 2, Commissioners'-rooms, Manchester: Sols. Johnson, Manchester; Wathen, 28, St. Swithin's-lane.—Fiat dated March 28.

#### MEETINGS.

**Wm. T. Lee**, Heath, near Wakefield, Yorkshire, merchant, April 13 at 11, Commissioners'-rooms, Leeds, pr. d.—**Rich. Thelwell**, Manchester, silversmith, April 22 at 12, Commissioners'-rooms, Manchester, ch. ass.—**Fred. Aug. Wheeler**, Birmingham, percussion cap manufacturer, April 13 at 2, Waterloo-rooms, Birmingham, ch. ass.—**Hen. Fish**, Prince's-row, Finsbury, painter, April 14 at half-past 11, Court of Bankruptcy, last ex.—**Mich. Danke**, Hatton-garden, carpet warehouseman, April 14 at 2, Court of Bankruptcy, last ex.—**William Nicholls**, Adam's-mews, Edgeware-road, livery stablekeeper, April 11 at half-past 1, Court of Bankruptcy, last ex.—**Geo. Bishop**, St. Mary Aze, insurance broker, April 12 at 12, Court of Bankruptcy, last ex.—**T. Gidden**, Farringdon, Berkshire, licensed victualler, May 20 at 10, Bell Inn, Swindon, Wiltshire, and. ac.; at 12, last ex.; at 1, div.—**Geo. Swift**, Manchester, tailor, April 25 at 1, Commissioners'-rooms, Manchester, last ex.— **Jas. G. Smith**, St. James's, Bath, common brewer, May 4 at 12, Lamb Inn, Bath, last ex.—**Chas. Daniels**, Oxford-st., jeweller, April 22 at half-past 1, Court of Bankruptcy, and. ac.— **Jas. Palmer**, Upper Whitecross-st., carpenter, April 22 at 11, Court of Bankruptcy, and. ac. and div.—**Ant. Lafargue**, Great St. Helena, London, merchant, April 22 at 11, Court of Bankruptcy, and. ac.—**Pieter Van den Ende**, London-wall, and Milton, Kent, wool merchant, April 25 at 1, Court of

Bankruptcy, and. ac.; at half past 1, and. div.—**A. Thomson**, Leadenhall-st., merchant, April 25 at 11, Court of Bankruptcy, and. ac.; at half-past 11, div.—**Isaac H. R. Moti**, Pall-mall, and Dean-st., Soho, piano forte maker, April 25 at 12, Court of Bankruptcy, and. ac.; at half-past 12, div.—**Peder Pedrie**, Liverpool, shipwright, April 25 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—**John Porter**, Ordsall, Nottinghamshire, coach manufacturer, May 5 at 11, White Hart Inn, East Retford, and. ac.—**Rich. Waters**, Newport, Monmouthshire, iron and tin plate manufacturer, June 1 at 12, Westgate Hotel, Newport, and. ac.—**E. Knight**, Southampton, cabinet maker, April 25 at 12, Star Hotel, Southampton, and. ac.; at 1, fin. div.—**John R. Gorst**, Liverpool, coach manufacturer, April 27 at 12, Clarendon-rooms, Liverpool, and. ac.; at 1, div.—**Wm. Todd**, St. Germain's, Cornwall, corn factor, April 25 at 11, Royal Hotel, Plymouth, and. ac.; at 12, fin. div.—**Dav. Paramore**, Devonport, Devonshire, merchant, April 26 at 11, London Inn, Devonport, and. ac.; at 12, div.—**Benj. Jacques**, Standard-hill, Castle of Nottingham, **J. Cotton**, Nottingham-park, Nottinghamshire, and **Thos. Barfoot Oliver**, Quorndon, Leicestershire, hosiers, April 28 at 12, George the Fourth Inn, Nottingham, and. ac.; at 1, div. sep. est. of **Thos. B. Oliver**.—**Thos. E. Jones**, Birmingham, Warwickshire, leather seller, April 29 at 2, Waterloo-rooms, Birmingham, and. ac.; at 3, fin. div.—**Jos. Armistage**, Clayton, Bradford, and **Jas. Greenwood**, Swamp, Northowram, Halifax, Yorkshire, stuff manufacturers, May 3 at 12, Commissioners'-rooms, Leeds, and. ac.; at 1, fin. div.—**Chas. Hinton**, Manchester, cotton and fustian manufacturer, April 25 at 11, Commissioners'-rooms, Manchester, div.; at 12, and. ac.—**Richard Turner**, Oulton, Nottinghamshire, farmer, May 5 at 11, White Hart Inn, East Retford, and. ac.; at 2, fin. div.—**J. Dawson**, Hanley, Stoke-upon-Trent, Staffordshire, corn dealer, April 25 at 11, Saracen's Head Inn, Shelton, Staffordshire, and. ac.; at 1, fin. div.—**Chas. Ford**, Hanley, Staffordshire, grocer, April 25 at 11, Saracen's Head Inn, Shelton, Staffordshire, and. ac.; at 1, first and fin. div.—**Wm. Spencer**, Moorgate, Clarendon-rooms, Nottinghamshire, tanner, May 5 at 11, White Hart Inn, East Retford, and. ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before April 22.*

**Samuel Owen**, Conway, Carnarvonshire, innkeeper.—**Chas. A. Cantor**, Upper Montagu-street, Montagu-square, merchant.—**Chas. Daly**, Red Lion-square, bookseller.—**Wm. A. Dyer**, Cooper's-row, Tower-hill, wine-merchant.—**John Luff Freeland**, Worcester, innkeeper.—**Richard Waters**, Newport, Monmouthshire, iron and tin-plate manufacturer.—**Hen. Sunderland**, Huddersfield, and Stainland, Halifax, Yorkshire, dealer in cotton warps.—**George Ogilvy Speare**, Fleet-street, laceman.—**Daniel Matthews** and **Anthony Gardner**, Cheltenham, Gloucestershire, grocers.

#### SCOTCH SEQUESTRATIONS.

**David Grierson**, Enterkinfoot, Durrisdree, Dumfriesshire, innkeeper.—**John Watson**, Kirriemuir, clock-maker.—**James M'Neir**, Glasgow, timber-merchant.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, April 22 at 9.*

**John Griffin**, Margaret-court, Oxford-market, Oxford-st., itinerant vendor of provisions.—**Thomas Callis**, Providence-place, Kentish-town, dealer in timber.—**George James**, Walton-upon-Thames, Surrey, labourer.—**Saml. Waltham**, Hornsey-road, Holloway, cattle-drover.—**Thos. Champion**, Queen-st., Grosvenor-square, and Great Portland-st., Oxford-street, ladies' boot-maker.—**John P. Williamson**, Gray's-pl., Brompton, out of business.—**Fredk. Heales**, Kennington-place, Kennington, Surrey, soda-water manufacturer.—**T. Graveley**, Charles-st., Grosvenor-sq., agent for the discount of bills of exchange.—**B. Chapman**, Church-st., Soho, out of business.—**Andrew Tucker**, Leonard-st., Shoreditch, out of business.

*April 25, at the same hour and place.*

**Anthony Clark**, Melbourne-place, Old Kent-road, Sarrey, out of business.—**Saml. Hopson**, Long-lane, Smithfield, turner in general.—**John Done**, Temperance Coffee-house, Aldersgate-street, out of business.—**Thos. Hill Sayer**, Church-row, Islington, dyer.—**Marc Hirschmann**, King-square, Goswell-road, and Great Winchester-st., Old Broad-st., general merchant.—**Henry Wheeler**, Little George-st., Hampstead-road, out of business.—**Chas. Barnett**, Primrose-street, Dog-row, travelling on a commission.—**John Whitley**, Wood-street,

Chespeide, out of business.—*Jas. Marchbank*, Watford, Hertfordshire, tea-dealer.—*Thomas Cook*, Giltspur-street, West Smithfield, tailor.

*Court-house, COVENTRY, (City), April 25 at 10.*

*John Payne*, Coventry, ribbon-weaver.—*John Yates*, Coventry, out of business.—*John Orton*, Foleshill, Coventry, surgeon.—*John A. F. Dawson*, Coventry, surgeon.—*Ezekiel Sanders*, Coventry, weaver.—*Elizabeth Ward*, Sowe, Coventry, weaver.—*Thos. Joiner*, Coventry, huckster.—*C. Green*, Kearsley-green, weaver.—*William Peters*, Coventry, weaver.

INSOLVENT DEBTOR'S DIVIDEND.

*Hepzibah Cragg*, Exeter, electrician, April 8, Laidman's, Exeter: 20s. in the pound.

## EQUITY SITTINGS, EASTER TERM, 1842.

### Rolls Court.

*Before the Right Hon. the MASTER OF THE ROLLS, at Westminster.*

Friday ....	April 15	Motions.
Saturday .....	16	Petitions in General Paper.
Monday .....	18	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Tuesday .....	19	
Wednesday ....	20	
Thursday .....	21	Motions.
Friday .....	22	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday .....	23	
Monday .....	25	
Tuesday .....	26	Motions.
Wednesday ....	27	
Thursday .....	28	
Friday .....	29	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday .....	30	
Monday ....	May 2	
Tuesday .....	3	Motions.
Wednesday ....	4	
Thursday .....	5	
Friday .....	6	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday .....	7	Petitions in General Paper.
Monday .....	9	Motions.
<i>At the Rolls.</i>		
Tuesday .....	10	Short Causes after swearing in the Solicitors.

Short Causes, Consent Causes, and Consent Petitions, every Tuesday, at the Sitting of the Court.

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**MR. VIGERS** begs to announce that he has been favoured with instructions to submit to unreserved SALE by AUCTION, at his Estate Agency Office, 22, Chancery-lane, on WEDNESDAY, 13th April, at 12 for 1 o'clock, a COMPLETE and VALUABLE LIBRARY, the property of an eminent BARRISTER at LAW; containing the Statutes at Large, by Runnigton, Tomlins, &c., 26 vols.; Bacon's *Petersdorff's*, Rolle's, and Viner's Abridgments; Comyns' and Cruise's Digests; the best editions of the Reports in Chancery, Common Pleas, King's Bench, House of Lords, &c. by Adolphus & Ellis, Ambler, Anstruther, Ball & Beatty, Barnwell & Alderson, Barnwell & Cresswell, Barnwell & Ellis, Bingham, Bligh, Broderip & Bingham, Brown, Campbell, Comyns, Cox, Dow, Dow & Clarke, Darnford & East, East, Jacob, Jacob & Walker, Lee, Maddocks, Maule & Selwyn, Moody & Malkin, Mylne & Craig, Price, Russell, Ryan & Mylne, Showers, Simons & Stuart, Smith, Starkie, Swanston, Taunton, Turner & Russell, Vesey sen. and jun., Vesey & Beames, &c. Also, Howell's *State Trials*, *Encyclopaedia Britannica*, Gibbon's *Rome*, and many other equally valuable Works by the most eminent Authors.—May be viewed, and Catalogues had at the Auction Office, 22, Chancery-lane.

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# The Jurist

No. 274.

LONDON, APRIL 9, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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## NOTICE TO CORRESPONDENTS.

*It appears, that the mode of printing adopted in the current volume of THE JURIST is not understood by all of our correspondents—so the blunder it will present no difficulty; but as they have repeat the statement contained in our first volume: that the Miscellaneous Matter and the Reports are intended to form distinct volumes, and are separately paid, and so made up, that, after cutting open the number, the ten or twelve (as the case may be) inner leaves of Reports may be removed from the enveloping leaves of Miscellaneous Matter.*

*At the request of several Subscribers, we shall give at the end of each quarter a Table of the Names of the Cases published during that period.*

LONDON, APRIL 9, 1842.

It does not often fall within the province of the practicing lawyer to have any concern with the proceedings of Courts Martial, or to conduct matters depending on the construction of the Mutiny Act, and the Articles of War. Accordingly, we believe, that there is no act to be found in the statute book which is so invariably passed over unnoticed as the Mutiny Act; and no Courts, whose constitution, powers, and proceedings, are so little known to the profession as those of Courts Martial. We remember a striking instance of this while Lord Brougham presided in the Court of Chancery. An application was made to his Lordship, on the part of a person who had been tried and sentenced to a certain punishment by a Court Martial, to alter the sentence of the Court Martial, and to restrain the continuance of the punishment awarded. But the Lord Chancellor answered, that the Court Martial, having adjudicated, was at an end; irrevocably defunct, and gone; and asked, whether he had jurisdiction to order the Crown to constitute a fresh Court Martial to reconsider the sentence of the former one, observing that, if, as he conceived, he had not, there was no person in existence to whom he could address his order.

Now, but for the great inattention with which the Mutiny Act, and the Articles of War, are habitually treated by lawyers, such an application could never have been thought of. The Mutiny Act gives power to the Crown to call Courts Martial into existence, and limits the powers with which such Courts may be invested; but does not, of itself, create any such Courts. A Court Martial is a Court created *pro hac vice*, by virtue of the authority of the Crown, in pursuance of the powers given to it by the Mutiny Act. It is called into existence for the trial of some particular case; and having tried and adjudicated on the matter brought before it, its existence terminates of itself, and it has no continuance, either of authority or of liability\*. The sentence of the Court is, in effect, the sentence of the Crown, because, by the Articles of War creating the Court, its sentence cannot be carried into effect until it has been confirmed by the Crown, or by the officer to whom the Crown has delegated its power of confirming or annulling it. It is clear, therefore, that the Chancellor can have no authority or power to interfere, after sentence, against the decision of a Court Martial. Upon the Court itself he cannot act, because it has wholly ceased to exist. And, as regards the sentence, whether it be just or unjust, it is the sentence of the Crown, passed in conformity with powers vested in it by the Legislature, and cannot be reconsidered, except by the Crown, or some body to whom it shall delegate its au-

\* This is strikingly exemplified by the case of Lieut. Fry. (See Palmer's Pract. of the Privy Council, 1831, p. 3, and 1834, p. 39.) In that case, Lieut. Fry, having been tried by a Court Martial, and having had sentence passed upon him, used, after the sentence pronounced, language grossly insulting to the members of the Court, who thereupon condemned, or assumed to condemn him, in punishment of his further offence, to severe imprisonment. But, on an action brought by Lieut. Fry against the President of the Court Martial, he recovered a verdict for heavy damages, the further sentence of the Court Martial, after it had pronounced its original sentence on the matter before it, being held altogether without authority, and illegal.

thority\*. The Crown may, indeed, by virtue of a clause in the Mutiny Act, remit the sentence of a Court Martial to it once for revision†; but, strictly speaking, it does not seem possible for the Crown itself, judicially, to reconsider the sentence of a Court Martial, though, undoubtedly, it may, in the exercise of its prerogative, remit, with or without further inquiry, any part of the sentence. "The King," says a writer of reputation on this subject, (Abye on Courts Martial, p. 36), "can no more add to or alter the sentence of a Court Martial, than he can a judgment given in the Courts of Law."

The general effect of the Mutiny Act, so far as it is a penal act, is to declare, that certain acts, which, in a civil law, would not be crimes at all, or would only be crimes of a slight degree of culpability, shall be held, if committed by a person commissioned, or being in pay as an officer, or by a person listed or in pay as a soldier in the Queen's forces, crimes drawing after them liability to stated punishments; and, further, to give power to the Crown to make articles of war, or rules for governing the army, conformable to the terms of the Mutiny Act; and to constitute the particular tribunals, called Courts Martial, for trying, in a summary way, the fact, whether such offences have been committed; and for awarding and inflicting punishments within certain limits defined by the act.

The Act divides Courts Martial into three kinds: the General Court Martial; the Garrison, or District Court Martial; and the Regimental Court Martial. The first must consist of not less than thirteen commissioned officers, if in any part of the Queen's dominions, except Bermuda, the Bahamas, and certain other places, or if in India; or of not less than seven, if in Bermuda, the Bahamas, or out of the Queen's dominions; and of not less than five, if in St. Helena, Africa, or the Australian Colonies; and it is directed, somewhat inaccurately, that judgment of death shall not be passed by any such court martial, without the concurrence of two-thirds, at the least, of the officers present; a direction, which, in effect, amounts to saying, that unless the court is constituted of more than the required number of members, judgment of death shall require a majority of more than two-thirds; since, upon the numbers thirteen, seven, and five, a majority of two-thirds exactly can have no existence. A general Court Martial may, by the Mutiny Act, have power to award as a punishment imprisonment, with or without hard labour, and with or without solitary confinement, as to a given portion of such imprisonment; and it may also inflict corporal punishment, not extending to life or limb. It may also deprive the party adjudged guilty of such right to additional pay or pension, as he would have been, in the absence of such adjudication entitled to; or it may, instead of awarding death, for a crime made by the act punishable with death, sentence the offender to be transported as a felon, for life, or for a term of years.

The District, or Garrison Court Martial, is the next in extent of jurisdiction. It must consist of seven com-

missioned officers, except in certain specified Colonies, where it may consist of five; and it may sentence to imprisonment, with or without hard labour, and with or without solitary confinement; or to corporal punishment not extending to life or limb; and also to forfeiture of advantage as to additional pay.

The Regimental Court Martial is to be constituted in cases of mutiny and gross insubordination, or any offences committed on the line of march. The Mutiny Act does not specify the number of which a Regimental Court Martial must be composed; but, by the Articles of War, it is ordered, that it shall consist of not less than five officers, unless it be found impracticable to assemble that number, and then three may be sufficient.

With respect to the formation of General Courts Martial, and District or Garrison Courts Martial, the Articles of War keep strictly within the limits prescribed by the Mutiny Act. But, as regards the powers of Regimental Courts Martial, there is a discrepancy between the terms of the Act and of the Articles of War, which purport to be founded upon it. The 10th clause of the Mutiny Act specifically points out the powers of a Regimental Court Martial. It may sentence a soldier to imprisonment, with or without hard labour, for a period not exceeding forty days; of which a portion may be directed to be solitary confinement; and, for particular offences, it may deprive a soldier of a penny a day, for a period not exceeding thirty days; and may deprive him of certain allowances. But it makes no mention whatever of corporal punishment, or of stoppages of pay, other than the penny a day mentioned. By the Articles of War, however, it is ordered that a Regimental Court Martial may award imprisonment, following the terms of the Mutiny Act, and corporal punishment not exceeding 100 lashes, or other punishments according to the usage of the service; and further, that the court may sentence a soldier to be put under stoppages, not exceeding two-thirds of his daily pay, until any loss or damage done to his horse, arms, accoutrements, &c., by his misconduct, shall be made good.

New, however necessary it may be for the maintenance of discipline on the line of march, that the infliction of the only punishment in many cases capable of being applied, viz. corporal punishment, should be within the power of a Regimental Court Martial; and, however reasonable and just it may be, that, if a soldier has by misconduct injured the arms &c. which are intrusted to him to use carefully in the execution of his duty, he should be compelled at his own costs to repair the damage, we question very much the legality of the 79th Article of War, so far as it departs in these particulars from the Mutiny Act. The Act is the whole and sole foundation for the authority of the Courts called Courts Martial. The preamble recites, that the keeping a standing army, except with the consent of Parliament, is against law. It recites, as the reason of the Act, that no man can be forejudged of life and limb, or subjected in time of peace to any kind of punishment, except according to the known laws of the realm; and that it is requisite for retaining the forces in their duty, that they should be brought to a more exemplary and speedy punishment than the forms of law will allow; and the Act then proceeds to enact, that certain mili-

\* See also on this point, an opinion privately given by Lord Brougham, after his retirement from the Court of Chancery, in reference to a case where a Court Martial had passed a sentence founded on the exclusion of evidence, which ought to have been received. James on Courts Martial, 116, 117, 118.

† See, on this, *Remedy for Courts Martial*, ch. 11.

tary offences shall be punishable in specific modes. In the 4th section, which gives power to the Queen to make Articles of War, it is provided, that no person shall, by those Articles, "be subject, with reference to any crimes made punishable by this Act, to be punished in any manner which shall not accord with the provisions of this Act."

It is clear, therefore, that the authority of the Crown to make Articles of War is given and limited by the Act; and the only question is, whether, on the construction of the Act, it intends that Regimental Courts Martial should have the powers in question. Having regard to the circumstance, that, in the clauses of the Act relating to General and District Courts Martial, corporal punishment is specifically mentioned; and that, in the 9th clause, relating to the powers of District Courts Martial, stoppages out of the soldier's pay to make good any damage done by his misconduct, are also specifically mentioned, we confess it appears to us, that the omission of powers to inflict either of these punishments, in the 10th clause, must be held intentional; and that the powers given in that respect, by the 79th Article of War, are not in conformity with the Mutiny Act; and this conclusion is strengthened as to any general power of making stoppages of pay, by the introduction in the 10th clause itself of a specific power to stop pay to a particular extent, viz. one penny per day.

How the legality of a sentence of corporal punishment, passed under the 79th Article of War, is to be tried, is a distinct question, perhaps not of easy solution. We apprehend it to be clear, that no ordinary Court of Justice has original jurisdiction to inquire into the matter. According to Lord Erskine's opinion, (referred to above), the proper course, it seems, would be to petition the Crown to refer it to the Judges for their opinion on the lawfulness of the sentence; and the case which he mentions would afford a precedent for that course. If the Judges returned an opinion against it, there can be little doubt that the Crown would annul such sentence. But if the Crown should refuse to refer the question to the Judges, or, having referred it, should refuse to act on their opinion, we know of no course which would be open to the aggrieved party, unless, perhaps, in the latter supposition, by articles of impeachment against the responsible adviser of the Crown, — a remedy which it would obviously be absurd to think of in practice, for a trifling stretch of authority.

The three kinds of Courts Martial above mentioned, appear to differ chiefly in their constitution and extent of jurisdiction. As regards their modes of proceeding, there appears to be no material difference. "It may be observed, (says a late writer on Courts Martial, after citing his remarks on the practice of General Courts Martial), that they equally apply to Courts Martial other than General Courts Martial, which ought to regulate their proceedings in every essential point exactly in the same manner as has been above detailed; the difference between them consisting merely in their constitution, and in several offences not being cognisable by the minor Courts." (Kennedy on Courts Martial, p. 240).

It would be foreign to our purpose, and lead us into too great length, were we to attempt to enter into the practice of these peculiar species of Courts; our object merely being to point out the general foundation of the law military, and the general constitution of the tribunals authorized by the Legislature to carry it into effect.

## Reviews.

*A Practical Treatise on the Law of Estates for Life.*  
By ANDREW BISSET, of Lincoln's Inn, Esq., Barrister at Law. 8vo. pp. 385. [Stevens & Norton.]

Our only regret, after perusing this work, was, that its scope had not been extended so as to embrace estates of freehold generally, instead of being confined to estates for life. The profession is sufficiently supplied, in various shapes, with minute and recent information on the subject of estates for years, and other chattel interests—a branch of the law, which, in modern times, has grown into such luxuriance and extent, as quite to overshadow its elder and once more important co-scions; but there is no recent work in which the learning as to freehold estates is to be found arranged in an accessible form, and treated with sufficient minuteness and accuracy. So far as his plan extends, Mr. Bisset has supplied this want with great learning and ability. He is deeply read in the old reports and text books; and yet never obtrudes upon his reader any of their antiquated quaintnesses or obsolete conceits or distinctions, but uses such fossil judicial remains as his researches have brought to light, rather with a view to illustrate and interpret the modern revelations of the bench than to overthrow or shake our faith in them. Without attaining, as, indeed, he does not appear to have aimed at, the remarkable conciseness of Burton's work, our author has produced a treatise, which, like the "Compendium" of that lamented writer, is at once practical and profound; concise, but, at the same time, complete in its statement of the law, and accurate and critical in its exposition of its grounds. We hope that Mr. Bisset's labours will not stop here, but will be devoted to the elucidation of other divisions of the law of real property; some of which, since the recent legislative changes, afford more scope for original comment than the subject of the work before us, which, however, contains much that is of immediate practical interest, as will be perceived from a slight outline of its contents. After discussing the definition of estates for life and of freehold, and the division of estates for life into estates absolute and determinable, our author treats of the estate tail after possibility of issue extinct, and the privileges of the tenant in respect of waste. After fully treating of the other kinds of estates for life by operation of law, namely, estates by the curtesy and estates in dower, he proceeds to the consideration of estates created by express grant or limitation; of estates pour autre vie; of the forfeiture and alienation of estates for life; of the law of merger, as it affects estates for life (and herein of a matter of considerable practical importance, viz. the merger of charges); of the exercise of powers by tenant for life; of renewals of leaseholds; of the apportionment of rent and incumbrances; of estovers, emblements, and fixtures; and lastly, of waste.

The chapter on the Law of Merger as it affects Life Estates, though it displays considerable learning, is one of the least satisfactory parts of the book. The subject of the merger of one life estate in another is unaccountably passed over without any notice beyond a discussion of Mr. Preston's doctrine, that there may be merger of an estate in an *equal* estate—a discussion which ends in no definite result, and throws scarcely any light on the subject of the merger of life estates in each other. Mr. Preston's positions on this branch of the law of merger are, that an estate may merge in an estate in remainder or reversion that is not less than the particular estate; that an estate for the tenant's own life is greater than an estate pour autre vie; that all estates pour autre vie are equal; and that, therefore, one estate pour autre vie may merge in another estate pour autre vie, or in an estate for the tenant's own life; but that an estate for tenant's own life cannot merge in an estate

pour autre vie. Mr. Bisset disputes Mr. Preston's assertion, that a particular estate may merge in an estate that is equal to, and not greater than, the particular estate; but he takes no notice at all of the other propositions stated above. The position, that an estate pour autre vie will merge in an estate for the tenant's own life, but not vice versa, on the ground that the latter estate is greater in quantity than the former, appears to be supported by the authorities. (19 Ed. 3. Surr. 8; 12 Hen. 7. 11; Perkins, 113; Godb. 51, *Windham and Hulbert's case*, argu., 11 Rep. 81, fourth Resolution, 2 Roll. Abr. 498 (R.), pl. 2; Co. Litt. 42. a.; Vin. Abr. Merger, F. O. 4). Thus, if a lease is made to A. for the life of B., without impeachment of waste, remainder to A. for his own life, he is punishable for waste, for the first estate is merged; (Godb. 52); but if the first lease be to A. for his own life, remainder to him for the life of B., it is otherwise. (Ib.). The soundness of the doctrine may well be questioned, for it involves the absurd assumption, that two life estates, which the law considers as equal when divided in ownership, become unequal the moment they are united in one person. A necessary consequence is, that, if A. be seised for the life of B., and B. in remainder for life of A., (a limitation which may be perfectly valid), upon the union of the two estates in A., he will be seised for his own life simply; but, upon the union of the two estates in B., he would be seised for his own life in possession, with remainder to himself for the life of A.

An estate in tail after possibility of issue extinct is considered to be, in quantity, no more than a life estate; and, in the third resolution in *Bowles's case*, (11 Rep. 153; *Bowles v. Berrie*, 1 Rol. 177, S. C.), where the limitation was to the use of T. and A., his wife, for their lives, sans waste, with remainder to the use of the first issue male, &c., with remainder to the use of the heirs male of T. and A., and T. died, leaving issue by A. which issue died, living A., it was said, that, because the wife has the estate for life by the limitation of the party, and the estate which she had in the remainder, &c., of the tenancy in tail after possibility, was not a larger estate in quantity, and therefore could not merge the estate for life, for this cause, the wife was not tenant in tail after possibility [in possession]; but, as it was also resolved, that she had the privilege of tenant in tail after possibility, on account of the inheritance that was once in her, the resolution upon the question of merger, amounted to nothing more than a dictum; and is, we believe, the only authority against Mr. Preston's position, that an estate may merge in an equal estate. The case of *Williams v. Williams*, (12 East, 206; 15 Ves. 419), is, as Mr. Bisset has shewn, no authority either way. There is a passage, however, in Co. Litt. 299. b., where it is said, that, if a man leaseth to A. during the life of B., the remainder to him during the life of C., if the lessee commit waste, an action shall lie against him; and as the case is put as an instance of a tenant's liability for waste, notwithstanding a remainder in himself, it is evident that Lord Coke thought there was no merger of the first estate. Upon these authorities, however, Mr. Bisset considers it to be established, against Mr. Preston's opinion, that there cannot be any merger as between equal estates of freehold. Now, when it is remembered, how completely this position is opposed by all analogy, and how many old authorities (of greater intrinsic weight than those cited by Mr. Bisset) on related points in the doctrine of merger can be produced, which have been repeatedly overruled, we think that Mr. Preston's opinion is entitled to more respect than is shewn it by so positive an assertion of a directly contrary conclusion. The analogy is distinctly the other way; for Mr. Preston has shewn, that one conditional fee may merge in another; (3 Prest. Conv. 258, et seq.; *Bosumond's case*, 9 Rep. 438; S. C. nom. *Baker v. Willis*, Cro. Car. 478); and it is settled, that

one estate by statute or elegit may merge in another; (*Dighton v. Grenville*, 2 Vent. 281; *Collis*, P. C. 84); and that a term of years may merge in a reversion even for a shorter term of years; (*Hughes v. Rowbotham*, Cro. El. 802; *Stephens v. Bridges*, 6 Madd. 66); and there is obviously no reason why a different rule should apply to estates for life from that which governs estates of inheritance, or for years. As an instance of an old authority on the law of merger, now overruled, take *Perry v. Allen*, (Cro. El. 173; 1 Leon. 303; Owen, 97), where it was held, (contrary to what is now well settled law), that, when leases for twenty years maketh a lease for ten years, the second lessee cannot surrender to the first lessee, for ten years cannot be drowned in twenty; dicta to the same effect, and which are not law, are to be found in *Shep. Touch. 341*; Co. Litt. 273. Again, in *Hurd v. Foy*, (2 Roll. Rep. 485; 15 Vin. Abr. 316), it was agreed, that, in the case of a lease for life to A., remainder for life to B., and B. grants his estate to A., this is an extinguishment, and the first lessee is immediate tenant to the lessor. Now, this conclusion is wrong, if it be law, that an estate for one's own life will not merge in an estate pour autre vie. Other instances are to be found among the old authorities on the merger of estates as between husband and wife. (See Co. Litt. 838. b.; *Bracebridge v. Cook*, Plowd. 418; *Lockhart v. Wisniam*, 1 Roll. Abr. *Extinguishment*, (A) 10; 2 Roll. Rep. 472; 3 T. B. 401; *Thorn v. Newman*, 3 Swanst. 603).

Mr. Bisset seems to be especially ambitious of correcting Mr. Preston; thus, in treating of the exceptions to the general rule respecting merger, in cases where one of the estates is held in autre droit, he has these remarks: "Mr. Preston puts the following case as one of great difficulty: a husband has a term for years in right of his wife, and the reversion in fee descends to his wife; 'in this case,' he says, 'it is difficult to anticipate the judgment of the courts of justice, and no case has occurred which decides the point.' The solution given above of the case of *Purfrey v. Rogers*, seems equally applicable here. Here, as in that case, both estates are held in the same right; therefore, why should not the general rule apply, and merger be the consequence?" Now, we do not see that this is at all clear; the exceptions in the law of merger are all intended to prevent injustice; the injustice which would happen if merger were allowed in cases of the acquisition of estates by act of law and in autre droit. Thus it is settled, that, if the husband is possessed of a term in his own right, and then the inheritance descends to his wife, there shall be no merger; because the descent was an act of law which the husband could not prevent; and, therefore, shall not turn to his prejudice. (*Platt v. Heap*, Cro. Jac. 275; Bulst. 118). Now, the term which the husband has in his marital right, and the freehold which he has in right of his wife, are not held precisely in the same right; for the term he may dispose of absolutely; and it is for all purposes, except his wife's right by survivorship in case he makes no disposition of it, his own property; but the freehold is not his own in the same sense; and, therefore, to hold the term to be merged in the case put by Mr. Preston, would occasion the very same inconvenience and injustice, that the court strove to avoid in the case of *Platt v. Heap*. Indeed, in that very case, as appears from Bulstrode's report, Croke, J., was evidently of opinion, that merger would not always take place, although both estates were held in the same right; for he inclined to think, that, if the husband had had issue by his wife after the inheritance descended to her, so as thereby to become entitled to be tenant by curtesy and have a freehold in his own right, the term would not merge, which he said was a much stronger case. If the term of the wife is considered to belong to the husband sufficiently to cause a merger as against him on his requiring the reversion by descent, although



as against the wife surviving there is no merger, there seems to be some ground, at least, for contending that it belongs to him sufficiently to be protected in his favor from merger, when the wife acquires the reversion by descent, although the protection might not extend to benefit the wife.

Our author cites Mr. Burton's definition of an estate of freehold not of inheritance, as an estate limited to the duration of some person's life, or to some uncertain period included in such life, and not referred to the mere will of the next person in succession; and objects to it, that it is founded on a false assumption, that those uncertain periods which may, by the words of limitation, extend beyond the life of the grantee, will not cause the estate to be freehold; while those which must be confined within such life, will have that effect. But this objection is founded, we think, on a misunderstanding of Mr. Burton's words; which were not intended to imply, that the limitation must, in so many words, confine the duration of the estate within the period of a life; but that any limitation, which, whether by the force of its own terms, or by the effect of any rule of law, would not be effectual to convey an interest of greater duration than the term of a life, would, in other respects it came within the definition, confer an estate of freehold. This construction at once lets in the case instanced by Mr. Biset, of a limitation to A. till B. comes from St. James's; where, though by the mere words of the limitation the estate may possibly last for ever, yet, by a rule of law, it shall only be a life estate, for want of words of inheritance; and the case of a lease of a manor, worth 20*l.* per annum, to A. until 1000*l.* be paid out of the profits; which obviously comes also within Mr. Burton's definition, inasmuch as it is not certain that the profits of the manor will continue the same. But, in his strictures to the latter part of the definition, Mr. Biset is more successful; and we shall conclude by extracting them as a very fair specimen of our author's style. We quite agree with him in his opinion, that definitions, in legal matters at least, are very useless exercises of ingenuity.

"But this definition is open to other objections. The words are: 'limited to the duration of some person's life, or to some uncertain period included in such life, and not referred to the mere will of the next person in succession.' Cases might be pointed out falling within the letter of this definition, but contrary to its spirit and intention, as where the persons who have the substantial power of determining the estate have not the legal reversion in them. But waiving this, the latter words of the definition, viz. 'not referred to the mere will of the next person in succession,' are not only not in accordance with, but are contrary to the current of the authorities. In the majority of cases, indeed, cited by Lord Coke, and elsewhere, of determinable life estates, held to be freehold, the determination, in so far as it is stated to be dependant on human will, is to be at the will of the lessee or grantee. But, besides one or two cases mentioned by Lord Coke, several cases are to be found in the Year-Books, which shew, that a lease expressed to be determinable at the will of the lessor only, will, if livery of seisin be made, take effect as an estate for life determinable, and, therefore, as a freehold; while, in the absence of livery, or of that which is tantamount to livery, the lessee has only an estate at will, which, whether expressed to be at the will of the lessor or at that of the lessee, will be at the will of both parties. The same law, says Lord Coke, is of a declaration of a use; consequently, what under the Statute of Uses is equivalent to livery, or to that which is tantamount to livery, will have the force of livery in this instance. It is, therefore, evident, that Mr. Burton's definition of freehold, excludes several classes of estates which the sages of the English law have, for many centuries, held to be freehold.

"Upon the whole view of the cases, livery of seisin appears to have been the investitive fact—the primary fundamental element of a freehold; although, in the majority of the cases, the estate is not determinable at the mere will of the lessor, the fact of its being determinable at the will of the lessor only, has been held not to deprive it of the character of a freehold, provided there was livery of seisin, or, in the case of things lying in grant, delivery of the deed. So that, upon the whole, as regards the definition of a freehold, in the present state of the law on the subject, it does not seem safe to go beyond Mr. Justice Blackstone's description of a freehold, viz. that it is such an estate in lands as is conveyed by livery of seisin, or, in tenements of an incorporeal nature, by what is equivalent thereto.

"The fact is, that definition, difficult in all but the purely abstract sciences, is peculiarly so in a system of living law. To include in a general expression the whole of a number of particulars, which are not only imperfectly ascertained from their endless variety, caused by distinctions extremely minute, though often very important, but are constantly subjected to the process of being changed and added to, is evidently not merely a difficult but an impossible operation. Under such circumstances, as a definition, perfectly precise and comprehensive, is clearly unattainable, it seems a sufficient approximation to such a definition, to confine it to an explanation of what logicians call the differentia, by which we mean a property, or in other language, a certain cluster of particulars, implied in the name of the class intended to be defined. Littleton's definition of a tenant in tail after possibility, &c., is an example of this. It is not all-comprehensive; it includes only the cases implied in the name, omitting for example, all the cases of tenant for life, who has once been tenant in tail in possession. When the name to be defined does not furnish the means of doing this, there seems to be nothing to be attempted, but some description which will convey an idea accurate and clear, as far as it goes, of some of the properties included in the class in question." S.

## Imperial Parliament.

### HOUSE OF COMMONS.

Tuesday, April 5.

Sir V. Blake moved for and obtained leave to bring in a Bill relative to the Admission of Barristers in Ireland. At present, students at law, before they could be admitted to the Irish bar, must keep certain terms at one of the English Inns of Court. The object of the Bill was to transfer that residence to Ireland. The Bill was brought in and read a first time.

Wednesday, April 6.

The House having, on the motion of Lord Mahon, gone into committee on the Copyright Bill\*, Lord Mahon urged the adoption of his measure on the House. He replied to the arguments that had been used in a former Session respecting the probability of an author's descendants seeking to suppress a work valuable to the public; and endeavored to shew that, while the labour of the author was of a class which entitled him to protection in the produce of his labour, no injurious increase in the price of books would result to the public by extending, as his Bill proposed, the term of copyright.

Mr. Mackenzie proposed, as a superior plan, to give to an author a life interest in his work, and such a further term as should make the duration of the copyright, in all cases, forty-two years.

Mr. Wakley thought, that successful authors were, under the existing law, amply remunerated; and he referred to the prices obtained by many distinguished authors for their works: Lord Byron had received for his works 33,500*l.*; Sir J. Mackintosh for his *Fragments of English History* 5000*l.*; the Rev. Messrs. Willmerforce for the *Life of their Father* 4500*l.*; Messrs. for the *Life of Byron* 3000 guineas; and Southey for the *Life of Cowper* 1000*l.* As to authors who did not write anything worth

\* See ante, pp. 89 et seq., observations on this Bill.

remembering, and they were the great majority, no legislation could give them protection.

Mr. Milnes argued, that an extension of copyright would not, to any extent, increase the dearth of books.

Several other members addressed the House. The result was, that

Clauses 1 and 2 were put and agreed to.

Clause 3, giving an author copyright for his life and twenty-five years after, was altered, to the effect, that copyright should subsist for forty-two years certain; but if the author was living at the expiration of the forty-two years, then for seven years further.

The subsequent clauses, up to clause 14 inclusive, were then agreed to; and the committee reported progress, and obtained leave to sit again on the 20th April.

### BILL IN PROGRESS.

*A Bill intituled An Act to define the Jurisdiction of Justices in General and Quarter Sessions of the Peace.*

Whereas it is expedient that the powers of justices in general and quarter sessions of the peace, with respect to the trial of offences, be better defined; be it enacted by, &c., That after the passing of this act neither the justices of the peace acting in and for any county, riding, division, or liberty, nor the recorder of any borough, shall, at any session of the peace, or at any adjournment thereof, try any person or persons for any treason, murder, or capital felony, or for any felony which, when committed by a person not previously convicted of felony, is punishable by transportation beyond the seas for life, or for any of the following offences; (that is to say),

1. Misprision of treason:
2. Offences against the Queen's title, prerogative, person, or government, or against either House of Parliament:
3. Offences subject to the penalties of premeditation:
4. Blasphemy and offences against religion:
5. Administering or taking unlawful oaths:
6. Perjury and subornation of perjury:
7. Making a false oath or affirmation, so as to be liable to the punishment of perjury.
8. Forgery:
9. Unlawfully and maliciously setting fire to crops of corn, grain, or pulse, or to any part of a wood, coppice, or plantation of trees, or to any heath, gorse, furze, or fern:
10. Bigamy, and offences against the laws relating to marriage:
11. Abduction of women and girls:
12. Endeavouring to conceal the birth of a child:
13. Offences against any provision of the laws relating to bankrupts and insolvents:
14. Composing, printing, or publishing blasphemous, seditious, or defamatory libels:
15. Bribery:
16. Unlawful combinations and conspiracies, except conspiracies or combinations to commit any offence which such justices or recorder respectively have or has jurisdiction to try when committed by one person:

Provided always, that nothing herein contained shall be construed to give authority to the justices of the peace acting in and for the cities of London and Westminster, the liberty of the tower of London, the borough of Southwark, and the counties of Middlesex, Essex, Kent, and Surrey, to try any person or persons for any offence committed or alleged to be committed within the jurisdiction of the Central Criminal Court, which such justices are restrained from trying under the provisions of an act passed in the 4 & 5 Will. 4, [c. 36.] intituled, "An Act for establishing a new Court for the Trial of Offences committed in the Metropolis and Parts adjoining."

2. That it shall be lawful for any judge of one of her Majesty's superior courts at Westminster, acting under any commission of oyer and terminer and gaol delivery for any county, to issue, if he shall think fit, any writ or writs of certiorari or other process, directed to the justices of the peace acting in and for such county, riding, division, or liberty, or to the recorder of any borough situated within the said county, commanding the said justices and recorder severally to certify and return into the court holden under the authority of such commission of oyer and terminer and gaol delivery all indictments or presentments found or taken before any of the said justices of the

peace or recorder of any offences which after the passing of this act such justices or recorder will not have jurisdiction to try, and the several recognizances, examinations, and depositions relative to such indictments and presentments; and also, if necessary, by writ or writs of habeas corpus, to cause any person or persons who may be in the custody of any gaol or prison, charged with any such offence, to be removed into the custody of the keeper of the common gaol of the county, so that the same offences may be dealt with, tried, and determined according to law, under the authority of the said commission.

3. That every recognizance which shall have been entered into for the prosecution of any person at any court of sessions of the peace, for any offence which after the passing of this act such court will not have jurisdiction to try, and every recognizance for the appearance, as well of any witness to give evidence upon any bill of indictment or presentment for any such offence, as of any person to answer our lady the Queen for or concerning any such offence, or to answer generally before such court, shall, in case any writ of certiorari or habeas corpus be issued for the purpose of removing such indictment or presentment, or such person so in custody as aforesaid, be obligatory on the parties bound by such recognizance to prosecute and appear and give evidence and do all other things therein mentioned, with reference to the indictment or presentment or person so removed as aforesaid, before the justices of oyer and terminer and gaol delivery acting in and for that county, in like manner as if such recognizance had been originally entered into for prosecuting such offence, appearing, or giving evidence, or doing such other things before the said justices of oyer and terminer and gaol delivery: Provided always, that one week's notice shall have been given, either personally or by leaving the same at the place of residence as of which the parties bound by such recognizance are therein described, to appear before the court of oyer and terminer and gaol delivery, instead of the said court of sessions of the peace: Provided also, that the judge who shall grant such writ of certiorari or habeas corpus shall cause the party applying for such writ or writs, whether he be the prosecutor or party charged with such offence, to enter into a recognizance, in such sum, and with or without sureties, as the judge may direct, conditioned to give such notice as aforesaid to the parties bound by such recognizance to appear before the said court of oyer and terminer and gaol delivery, instead of before the said court of sessions of the peace respectively, and to do such other things with reference to the indictment, presentment, or person removed, as such court or judge shall direct.

4. That this act may be amended or repealed by any act to be passed in this session of parliament.

### Court Papers.

#### CAUSE LISTS.—EASTER TERM, 5 VICT.

#### Court of Queen's Bench. NEW TRIALS

REMAINING UNDETERMINED  
AT THE END OF MICH.  
TERM, 1841.

EASTER TERM, 1840.

Claridge v. Latrade  
Manchester & Leeds Railway  
Company v. Fawcett

EASTER TERM, 1841.

Albon v. Hayman  
Doe d. Crawley v. Williamson  
Duke of Beaufort v. Gough  
Mayor &c. of Chester v. Walker  
Mayor &c. of Chester v. Francis  
Roberts v. Jones  
Williams v. Hughes & ors.  
Morgan v. Powell  
Grover v. Price  
Brydges v. Lewis  
Doe d. Evans v. Page  
Blagg v. Appleby  
Roscorla v. Thomas  
Collins v. Horrell  
Ogilvie v. Dallamora

Atkinson v. Raleigh & ors.  
The Queen v. Ames & an.  
Pinsent v. Knox  
Doe d. Parsley & ors. v. Day  
Laver v. Hawkins  
Mant v. Collins  
Bailey v. Sandle & ors.  
Doe d. Crawley v. Williamson  
Doe d. Pye v. Bramwhite  
Denny v. Clark  
Stannard v. Bush  
Doe d. Metcalf v. Metcalf  
King v. Proctor  
The Queen v. Scott & an.  
Munn & ors. v. Negrepoints  
Catterall v. Kenyon & Wife  
Hedley v. Bainbridge

TRINITY TERM, 1841.

Coats v. Chaplin & ors.  
Jones v. Clarke  
Crotty v. Price & an.  
Rowland v. Blakesley & ors.  
Green v. Steer  
Hey v. Wyche

## MICHAELMAS TERM, 1841.

Tribe v. Whiche  
 Metcalfe v. Fowler  
 Carter v. James  
 Smythies v. Southall & an.  
 Gardner v. M'Mahon  
 Thomas v. Rees  
 Chapman v. White & ors.  
 Boucher v. Murray  
 Hayward v. Hefter & an.  
 Churchill v. Bertrand  
 Moor & an. v. Cook  
 Same v. Same  
 Thompson v. Manleverer  
 Carr v. Foster & ors.  
 Jacques v. Mackie  
 Doe d. Robinson v. Hird  
 Bateman & ors. v. Pinder  
 Morris v. The Preston & Wyre  
 Railway and Harbour Dock  
 Company  
 Doe v. Pope  
 Doe d. Stebbing v. Crowden  
 Peyton v. Watson  
 Martins v. Upcher  
 Bourne v. Alcock  
 Hardy v. Stone & an.  
 Bevan v. Gething & ors.  
 Doe d. Watton v. Penfold  
 Lamb v. Gibbons

Doe d. Levy v. Horne  
 Hodgkinson v. Wyatt  
 Renno v. Bennett  
 Doe d. Levy v. Alcock & ors.  
 Whittington v. Boxall & ors.  
 Edwards v. Gilbert & ors.  
 Dawson v. Dacre  
 M'Intosh v. New College  
 Coates v. Hopkins  
 Lewis v. Meredith  
 The Queen v. The Mayor &c.  
 of Swansea  
 Goddard & an. v. Ingram  
 Miles v. Bough  
 Wolesey & an. v. Cox  
 Same v. Same  
 Williams v. Ford  
 Bache v. Martin  
 Vickery v. Reed  
 The Queen v. The Inhabitants  
 of Chalcacombe

HILARY TERM, 1842.  
 Smith v. Walpole  
 Hall v. Fearnley  
 Wright v. Glover  
 Ross v. Clifton & ors.  
 Same v. Same  
 Gregson v. Ruck & ors.  
 Same v. Same  
 Hemp v. Garland

The Queen v. Langley  
 Same v. Same  
 The Queen v. The Manchester  
 and Leeds Railway Co.  
 The Queen v. The Sheriff of  
 Middlesex  
 The Queen v. Bingham

## Second Day.

Marston v. Davey  
 Paul v. Player  
 Orman v. Chilver  
 Bryant v. Knight  
 Ex parte Hasleham  
 Alexander v. Porter  
 White v. Carpenter  
 Bury v. Clench  
 The Queen v. The Mayor of  
 Harwich  
 The Queen v. The Mayor of  
 Sudbury (2 cases)  
 The Queen v. Grierson  
 The Queen v. Rowley  
 The Queen v. The North of  
 England Railway Company  
 The Queen v. The London and  
 Greenwich Railway Co.  
 The Queen v. The Justices of  
 Middlesex, St. John, Stam-  
 ford, & St. Pancras

The Queen v. The Inhabitants  
 of Penridge

## Third Day.

Anderson v. Harrison & an.  
 Brittain v. Lloyd and Wife  
 Farrell v. Adams  
 Ex parte Peacock  
 Spence v. Clarkson  
 The Queen v. The Justices of  
 the West Riding of Yorksh.  
 Same v. Same  
 The Queen v. The Mayor &c.  
 of Norwich  
 The Queen v. The Sheffield and  
 Manchester Railway Co.

## Fourth Day.

Atkinson v. Jones  
 Hackson v. Ballard  
 Johnson v. Matthews  
 Bosanquet v. Houghton  
 The Queen v. The Justices of  
 Cheshire  
 The Queen v. Harman  
 The Queen v. Try & ors.  
 The Queen v. The Commrs. of  
 Westminster Sewers  
 The Queen v. Arrowsmith  
 The Queen v. The Justices of  
 the West Riding of Yorksh.

## SPECIAL PAPER.

Archbp. York v. Trafford  
 Howard v. Gosmet & ors.  
 Chapman v. Boocham  
 Vagham & an. v. Morgan  
 Fegg v. Miller  
 Bismethall v. Castellain  
 Taylor v. Rolf & ors.  
 Taylor v. Moore  
 Doe d. Earl of Egremont v.  
 Hellings  
 Same v. Forward  
 Jackson v. Magee  
 Warren v. Bushell  
 Gibson v. Ireson & an.  
 Percival & ors. v. Allanson  
 Burdick & an. v. Jones  
 Ransford & ors. v. Bosanquet  
 Hunt & an. v. Robins  
 Birmingham, Bristol, and  
 Thames Junction Railway  
 Company v. White  
 Scriveners' Co. v. Brooking  
 Tomsett v. Clifton  
 Ross v. Clifton & ors.  
 M'Intosh v. Hamilton  
 Anderson & ors. v. Thornton  
 Same v. Rees  
 Minshaw v. Hill  
 Purton v. Brooks  
 Templeton v. Chadwick  
 The Mayor &c., Governors of  
 St. Bartholomew's Hospi-  
 tal, v. Flight  
 Hellings v. Pratt & an.  
 Codrington v. Curlewis  
 Townshend v. Wilkin  
 Helyer v. Cotterell  
 Stanley v. Hayes

The Cheltenham and Great  
 Western Railway Company  
 v. Daniel  
 Wright v. Watts  
 Clark v. Jennings  
 Sutton v. Jabet  
 Russell v. Shenton  
 Mitthobser v. Fullarton  
 Bell v. Lewis  
 The Sadlers' Company v. Jay  
 Hoggins & ors. v. Gordon  
 Strong v. Ramsay  
 Price & an. v. Quarrell & an.  
 Timms v. Williams  
 Garton v. Robinson  
 Milton v. Griffin & ors.  
 Evans & an. v. Rufford & ors.  
 Vorley v. Hibbert  
 Briaco v. Fell  
 White v. Cullingford  
 Berry v. Claudet  
 Colnaghi & an. v. Ward  
 Tracey v. Taylor  
 King v. Greenhill  
 The Clarence Railway Co. v.  
 The Great North of Eng-  
 land, Clarence, and Hartle-  
 pool Junction Railway Co.  
 Constable v. Osbaldeston  
 The Eastern Counties Railway  
 Company v. Fairclough  
 Same v. Cooke  
 Same v. Gellie  
 Same v. Robertson  
 Merceron v. Webster  
 Yates v. Aston  
 Kightley v. Schofield & an.  
 Apthorpe v. Hughes

## CROWN PAPER.

Middlesex .....	Reg. v. Lady E. Ponsonby & ors.
Same .....	John Adams.
Same .....	Goodwin & ors.
Lancashire .....	Inhabitants of Manchester.
Staffordshire .....	Inhabitants of Tipton.
Herefordshire .....	Inhabitants of Bodenham.
Carnarvonshire .....	William Gamon Hughes & an.
Middlesex .....	Guardians of the Poor of St. Luke.
Essex .....	Churchwardens &c. of Vange.
Hull .....	Inhabitants of St. Olave, Southwark.
Devonshire .....	Inhabitants of North Bovey.
Durham .....	Thomas Wealand and others.
Middlesex .....	Inhab. of St. Martin in the Fields.

## Court of Exchequer.

## SITTINGS—EASTER TERM, 1842.

	<i>Banc.</i>	<i>Nisi Prius.</i>
Friday .. April 15	.....	.....
Saturday .....	16 Peremptory paper	Midd. 1st sitting.
Monday .....	18	.....
Tuesday .....	19	.....
Wednesday .....	20 Special paper	.....
Thursday .....	21	.....
Friday .....	22 Errors	Lond. 1st sitting.
Saturday .....	23 Crown cases	.....
Monday .....	25 Special paper	Midd. 2nd sitting.
Tuesday .....	26 Errors	.....
Wednesday .....	27 Special paper	.....
Thursday .....	28	.....
Friday .....	29	.....
Saturday .....	30	.....
Monday .. May 2	Special paper	Lond. 2nd sitting.
Tuesday .....	3	Ditto by adjourn.
Wednesday .....	4 Special paper	.....
Thursday .....	5	Midd. 3rd sitting.
Friday .....	6	.....
Saturday .....	7	.....
Monday .....	9	.....

## NEW TRIALS.

## STANDING FOR JUDGMENT.

*Moved Mich. Term, 1841.*  
 Daly v. Thompson  
 Holmes v. Poole  
 Fursdon v. Clogg  
 Rawdon & an. v. Wentworth  
 Fauntleroy v. Jones  
 Smart v. Ilbery

## FOR ARGUMENT.

*Moved Hilary Term, 1842.*  
 Bain v. Cooper & an.  
 Rapson v. Cubitt  
 Thornton & an. v. Charles  
 Horne v. Ramsdale  
 Horne v. Ramsdale

## ENLARGED RULES

## FOR EASTER TERM, 1842.

## First Day.

Ex parte Anthony  
 Bottomley v. Kidd  
 Tebbutt v. Ambler  
 Scogell v. Campbell & ors.  
 Creswell v. May  
 Bramridge v. Wildman

Challoner v. Bray  
 Black v. New College, Oxford  
 Same v. Same  
 Williams v. Pantan  
 Bosanquet & ors. v. Graham  
 Same v. Same  
 Doe d. Rees v. Howells  
 The Queen v. Harvey

*Moved after the 4th day of  
Hilary Term, 1842.*  
Hart v. Wild

Levy v. Lyons  
Smith & an. v. Henderson  
Lewis v. Edwards

### SPECIAL PAPER.

*Remnants from Hilary Term,  
1842.*

STANDING FOR JUDGMENT.  
Gorbis & ors. v. Park  
FOR ARGUMENT.

Skey v. Fletcher  
Taylor v. Ashton & ors.  
Dyer v. Stevens  
Boe & Mandy v. Mandell  
A. J. Agraman v. Cooper

W. E. Agraman v. Cooper  
Mabin v. Townsend  
Quarington v. Arthur  
Jones v. Gooday  
Eaglesfield v. Hardie  
Pascoe v. Vyvyan  
Dakins v. Seaman  
Doe d. Daniel v. Woodroffe  
De Winton & ors. v. Lea  
Russell & Wife v. Smyth

### PEREMPTORY PAPER.

*Saturday, April 16, 1842.*  
Hallifax v. Hughes  
Hutchinson v. Hughes  
Grassbrook & an. v. Pickford  
Smith v. Lomer  
Smith v. Moor

Neilson & ors. v. Harford  
Jupp v. Arie & an.  
Adlington & ors. v. Coles  
Gell v. Williams  
Crowley & ors. v. Wright  
Roadknight v. Green

### LONDON GAZETTE.

TUESDAY, APRIL 5.

#### DECLARATIONS OF INSOLVENCY.

HENRY GRATTON, Liverpool, hatter.  
EDWARD SMITH, Lawrence-lane, woollen and fancy ware-  
houseman.  
JAMES FISHER, Lynn, Norfolk, spirit merchant.

#### BANKRUPTS.

JAMES BEDFORD, Westminster-road, Surrey, ironmonger,  
April 15 at 1, and May 17 at 11, Court of Bankruptcy: Off.  
ass. Lackington; Sols. Mayhew & Co., Carey-st., Lincoln's-  
inn-fields.—Fiat dated March 22.

HENRY HEWARD, Waltham-cross, Hertfordshire, inn-  
keeper, April 15 at 2, and May 17 at 12, Court of Bank-  
ruptcy: Off. ass. Johnson; Sol. Scott, St. Mildred's-ch.,  
Poultry.—Fiat dated April 1.

THOMAS PLOWMAN, Yeovil, Somersetshire, saddler and  
harness maker, April 12 and May 17 at 12, Antelope Inn,  
Dorchester: Sols. Watts, Yeovil; Fennell & Williams, 32,  
Bedford-row.—Fiat dated March 18.

WILLIAM ROBERT RAYNE, Houghton, Northumber-  
land, paper manufacturer, April 29 at 11, and May 17 at 1,  
Commission-room, Newcastle-upon-Tyne: Sols. Brockett  
& Philipson, Newcastle-upon-Tyne; Maggison & Co., 3,  
King's-road, Bedford-row.—Fiat dated March 25.

WILLIAM BUSHELL, Evesham, Worcestershire, innkeeper  
and wine merchant, April 14 and May 17 at 11, White Hart  
Inn, Evesham: Sols. Check, Evesham; Bell, 36, Bedford-  
row.—Fiat dated March 21.

JOHN HOUGHTON JONES, Manchester, spirit merchant,  
April 25 and May 17 at 10, Commissioners'-rooms, Man-  
chester: Sols. Russell, Manchester; Bower & Back, 46,  
Chancery-lane.—Fiat dated March 9.

JOHN FLINTIFF, Rastrick, Halifax, Yorkshire, innkeeper,  
April 26 at 11, and May 17 at 12, White Lion Inn, Halifax:  
Sols. Barber, Brighouse, near Halifax; Rickards & Walker,  
29, Lincoln's-inn-fields.—Fiat dated March 26.

THOMAS FLETH, Elland, Halifax, Yorkshire, malster,  
April 25 at 4, and May 17 at 10, White Lion Inn, Halifax:  
Sols. L. and E. N. Alexander, Halifax; Emmett & Allen,  
14, Bloomsbury-square.—Fiat dated March 22.

GEORGE REACH, Bardwell, Suffolk, miller, April 15 and  
May 17 at 12, Globe Inn, Bury St. Edmunds: Sols. Golding  
& King, Walsham-le-Willows; Hawkins, New Boswell-ct.,  
Lincoln's-inn.—Fiat dated March 19.

JOHN BRIDLE, Shepton Mallet, Somersetshire, grocer and  
tea dealer, April 14 and May 17 at 11, Mitre Inn, Wells:  
Sols. Hyatt, Shepton Mallet; Serrell, 9, Tokenhouse-yard.  
—Fiat dated March 29.

#### MEETINGS.

Mrs. Wm. Hobhouse, Johnson Phillett, and Chas. Lander,  
Bath, Somersetshire, bankers, April 27 at 11, White Hart Inn,  
and. ac.; April 29 at 12, pr. d.; May 2 at 11, div.—*Adven*

Lees, Gorton, and Manchester, manufacturers, April 30 at 12,  
Commissioners'-rooms, Manchester, pr. d.—J. Poole, West-  
hoathly, Sussex, April 15 at half-past 11, Court of Bankruptcy,  
sh. ass.—*Haw. Thos. Murray*, Church-st., St. Mary, New-  
ington, leather seller, and Great George-street, Bermondsey,  
japaner, April 21 at 2, Court of Bankruptcy, last ex.—*Hes.*  
*Phipps Colliery*, Rochester, Kent, dyer, April 15 at 1, Court  
of Bankruptcy, last ex.—*Thomas Seddon and George Seddon*,  
Calthorpe-place, Gray's-inn-road, upholsterers, April 15 at 12,  
Court of Bankruptcy, last ex.—*James Sly*, Melcombe Regis,  
Dorsetshire, linen draper, April 12 at 11, King's Arms Inn,  
Dorchester, last ex.—*Thos. Pitt Balls*, Vassall-road, Brixton,  
and Vauxhall-road, Lambeth, coach proprietor, April 28 at 12,  
Court of Bankruptcy, and. ac.—*Fred. Thos. West*, Commer-  
cial-wharf, Commercial-rd., Lambeth, coal merchant, April  
27 at 11, Court of Bankruptcy, and. ac.—*George Delaney*  
*Clark*, Strand, and Fildgate-street, Whitechapel, newspaper  
vender, April 27 at 12, Court of Bankruptcy, and. ac.—*Robert*  
*Richards*, *James Bryant*, and *James Coker*, Shadwell,  
sage-makers, April 26 at half-past 12, Court of Bankruptcy,  
and. ac.—*W. M. Hoey* and *Jo. Johnson*, Harrow-road, stone-  
masons, April 28 at 11, Court of Bankruptcy, and. ac.—*Ja.*  
*Greenlees*, Friday-st., Cheapside, shawl warehouseman, April  
28 at 12, Court of Bankruptcy, and. ac. and div.—*W. Key*,  
Northumberland-st., Strand, tailor, April 28 at 11, Court  
of Bankruptcy, and. ac. and div.—*Ann Phillips* and *J. Phillips*,  
Whitechapel-road, window glass cutters, April 26 at 11, Court  
of Bankruptcy, and. ac. and div.—*John Colnutt*, Gravesend,  
hotel-keeper, April 28 at 12, Court of Bankruptcy, and. ac.  
and div.—*A. Lines*, Irongate-wharf, Paddington, hay sale-  
man, April 28 at half-past 11, Court of Bankruptcy, and. ac.  
—*Robt. Powell*, Brighton, linen draper, May 2 at 12, Town-  
hall, Brighton, and. ac.—*J. Slater*, *R. B. Wyde*, and *Ja.*  
*Slater*, Bradshaw, near Bolton-le-Moors, and Clayton-mill,  
near Manchester, bleachers, April 29 at 1, Commissioners'-  
rooms, Bolton-le-Moors, and. ac.—*Jos. Ashton*, Liverpool,  
printer, May 13 at 1, Clarendon-rooms, Liverpool, and. ac.;  
at 2, div.—*Joseph Unsworth*, Liverpool, joiner, May 12 at 1,  
Clarendon-rooms, Liverpool, and. ac.; at 2, div.—*William*  
*Southworth*, Sharpley, Lancashire, shopkeeper, April 29 at 12,  
Commissioners'-rooms, Swan Hotel, Bolton-le-Moors, and.  
ac.—*Rich. Potter*, Birkenhead, near Cheshire, and Manchester,  
and *John Potter* and *Jos. Potter*, Manchester, manufacturers,  
May 2 at 11, Commissioners'-rooms, Manchester, and. ac.—*Chas.*  
*Daly*, Red Lion-sq., bookseller, April 26 at half-past 1,  
Court of Bankruptcy, div.—*Saml. Parker*, Argyll-place, Reg-  
ent-st., lamp maker, April 28 at 2, Court of Bankruptcy, and.  
div.—*Mary Glencott*, *Sam. M. Glencott*, and *Thos. F. Glo-*  
*cott*, Great Garden-st., Whitechapel-road, copper merchants,  
April 27 at 1, Court of Bankruptcy, div.—*John Butler*, Stock-  
ton-upon-Tees, Durham, grocer, April 27 at 11, Black Lion  
Inn, Stockton, and. ac.; at 12, div.—*George Forster*, New-  
castle-upon-Tyne, wash-draper, April 28 at 11, Royal Arc-  
ade, Newcastle-upon-Tyne, and. ac. and div.—*John Bailey*,  
Burslem, Staffordshire, innkeeper, April 28 at 12, George Inn,  
Burslem, and. ac.; at 2, div.—*Saml. Cartwright*, Great Bol-  
ton, Lancashire, teamwonger, April 27 at 11, Swan Inn, Bol-  
ton-le-Moors, and. ac.; at 1, div.—*Roger Haslam*, Little  
Bolton, Lancashire, cotton-spinner, April 27 at 1, Commis-  
sioners'-rooms, Great Bolton, and. ac.; at 2, first and 6th div.  
—*Jos. Lawless*, Manchester, commission agent, May 13  
at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, and. ac.  
—*Jacob Fletcher*, *Peter Fletcher*, and *Betty Fletcher*, Post-  
cross, Ekeles, Lancashire, cotton spinners, April 27 at 11, Cl-  
arendon-rooms, Liverpool, pr. d.; at 12, and. ac.—*T. Barker*  
and *Rich. Ainsworth*, Warrington, and Manchester, cotton  
spinners, May 13 at 12, Commissioners'-rooms, Manchester,  
pr. d.; at 12, and. ac.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before April 26,*  
*Geo. Makin*, Chorlton-upon-Medlock, Manchester, grocer.  
—*John Drewhit*, Arundel, Sussex, baker.—*John Saml. Len-*  
*nard*, Norfolk Arms, White Conduit-fields, vintner.—*Henry*  
*Greaves*, Lexington-priors, Warwickshire, timber merchant.  
—*T. F. Beales* and *J. E. Beales*, Manchester, drysalters.—*J.*  
*Siddons*, *Jas. M. Wether*, and *John Siddons*, jun., Nuneaton,  
Warwickshire, coal masters.—*John Jervis*, Wells, Somerset-  
shire, draper.—*John Appleton*, Hounslow, ironmonger.—*W.*  
*Jones*, Carmarvon, carrier.—*Peter Leicester*, Langhight, near  
Manchester, plate merchant.

## FIAT ANNULLED.

*Wm. B. Morgan*, Gloucester, dealer in woollen cloths.

## PARTNERSHIPS DISSOLVED.

*F. Jones and W. H. Smith*, Chancery-lane, attorneys and solicitors.—*S. Bixley, Esq., John Jennings, and P. P. Chappell*, Quality-court, Chancery-lane, attorneys and solicitors.

## SCOTCH SEQUESTERATIONS.

*Wm. Napier*, Blackston, Renfrewshire, and *Roger Ayleton*, Greenock, bankers.—*Isabella Walker*, Edinburgh, milliner.—*Robt. Marshall*, Glasgow, wright and builder.—*D. Robertson*, Edinburgh, innkeeper.—*Joseph Grimshaw*, Glasgow, postmaster.—*Wm. Johnston*, Greenock, ship builder.

## INSOLVENT DEBTORS.

Saturday, April 2, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's Inn-fields, on giving the Number of the Case.

*Esqr. Tatham*, Roohdale, Lancashire, iron-founder, No. 58,532 C.; *George Herring and James Clegg*, assignees.—*Christopher Sharp*, Cheetham, Manchester, out of business, No. 58,824 C.; *Robert Leach*, assignee.—*John Topping*, Spolies, near Wigan, Lancashire, out of business, No. 58,544 C.; *Wm. Rigby*, assignee.—*J. Shewsmith*, Hkley, near Leeds, saddler, No. 58,552 C.; *David Gostick and L. Cockshott*, assignees.—*Geo. Williams*, Cardiff, Glamorganshire, cabinet-maker, No. 58,844 C.; *Wm. Groomsdale*, assignee.—*Joseph Goodhew*, Cargo, Stanwix, Cumberland, draper, No. 58,898 C.; *Thos. Carruthers*, assignee.—*Richard Wright*, Witton, near Blackburn, Lancashire, tailor, No. 58,218 C.; *Jan. Parkinson*, assignee.—*Thos. C. Urry*, Daddington-grove, Kensington, tea-dealer, No. 58,766 T.; *John Abel Charlesworth and James Shields*, assignees.—*Francis Stephenson*, Ashby, Bedfordshire, near Gilmford Bridge, Lincolnshire, licensed victualler, No. 49,668 C.; *Wm. Lowe*, assignee.—*The Rev. Jas. Britton*, Hamilton-place, New road, clerk, No. 51,522 T.; *George H. Mitchellmore*, assignee.—*Thos. Wood*, Bristol, saddler, No. 58,905 C.; *Thos. Ridley*, assignee.—*Hen. Mettelt*, Woodbridge, Suffolk, watch-maker, No. 58,987 C.; *Henry Newy*, assignee.—*Thos. Austin*, Newcastle, Glamorganshire, out of business, No. 48,517 C.; *Thos. Evans*, assignee.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, April 26 at 9.

*Wm. Henry Marley*, Great Titchfield-street, Marylebone, chess-player.—*Jas. Cooke*, Bayswater, tailor.—*Wm. Henry Cox*, Leadenhall-market, poultryer.—*Juliana Glover*, Bedford-place, Hampstead-road, comedian.—*Jas. Page*, King-st., Borough, out of business.—*James Belsham, jun.*, Brick-lane, St. Luke's, shopman to a shoemaker.—*William M. Banyon*, Robin Hood-court, Shoe-lane, Fleet-street, out of business.—*Thos. Gadsbeare*, Hannibal-road, Stepney-green, carpenter.—*Thos. Bartlett, jun.*, Bull's-fields, Woolwich, Kent, out of business.—*Henry Clark*, Penton-street, Pentonville, tea-dealer, and Straw's-yard, London-wall, coffee-roaster.

April 28, at the same hour and place.

*Robert Read*, Brompton, gentlemen.—*Francis M. Welsh*, Boston, near Hounslow, schoolmaster.—*Edward Tappenden*, Arbour-street West, Arbour-square, Commercial-road East, bricklayer.—*Sam. Benj. Parsons*, York-road, Lambeth, foreman to an engineer.—*John Bunn*, Kingland-road, harman.—*Samuel Miles*, Church-street, Bethnal-green, baker.—*James Humphreys*, Southampton-terrace, Southampton-st., Pentonville, fruiterer.—*Wm. Oaks*, Hoxton, agent for the sale of machinery.—*Robert Worley*, Castle-street, Falcon-square, Aldersgate-street, trade-agent.—*Thomas Mortimer*, Albany-court-yard, Piccadilly, sworn clerk in the Six Clerks' Office, Chancery-lane.

Court-house, LIPSWICH, Leicestershire, April 26 at 10.

*James Goode*, Leicester, boiler.—*Jos. Chamberlain*, Hinckley, coachman.—*Geo. Grace Warburton*, Leicester, cabinet-maker.—*Ed. Woolton*, Wimeswold, Loughborough, farmer.—*John Watkin*, Burbage, near Hinckley, shoemaker.—*Wm. Spencer*, Ashby-de-la-Zouch, veterinary surgeon.—*J. Page*, Leicester, out of business.—*Thomas Alex. Stenore*, Leicester, printer.

Court-house, NORTHAMPTON, Northamptonshire, April 28 at 10.

*Wm. Denton*, Holesley, pig-dealer.—*Thomas D. Thompson*, Wellingborough, tea-dealer.—*J. Widdowson*, Northampton, out of business.—*Matthew Wake*, Silverstone, near Towcester,

timber-dealer.—*William Wake, jun.*, Silverstone, near Towcester, timber-dealer.

## Adjourned.

*Charles Longstaffe*, Willoughby Spa-house, Warwickshire, bath-proprietor.

## INSOLVENT DEBTORS' DIVIDENDS.

*Peter Arrowsmith*, Astley, Lancashire, cotton-spinner, April 7, Rowley & Taylor's, Manchester: 2s. 1d. in the pound.—*Richd. Best, Esq.*, Cox's, Sise-lane, Bucklebury: 2s. 6d. in the pound.

## MEETINGS.

*Edward Pugh Owen*, Egryn, Merionethshire, farmer, April 26 at 12, Golden Lion Inn, Dolgelly, Merionethshire, sp. aff.—*Wm. Hen. Chas. Salmon*, Leamington Priory, Warwickshire, builder, April 28 at 2, Griffin's, Leamington Priory, sp. affairs.

## FRIDAY, APRIL 8.

## DECLARATIONS OF INSOLVENCY.

LANCELOT BECK, Bristol, broker.  
MARTHA BROWN and SAMUEL BROMLEY, Denton, Manchester, hat manufacturers.  
CHARLES CROOK, George-yard, Long-acre, livery stable-keeper.

## BANKRUPTS.

HENRY RICKET, Henry-st., Pentonville, dealer in wine and beer, April 19 and May 20 at half-past 11, Court of Bankruptcy: Off. ass. Alinger; Sol. Spyer, Broad-street-buildings.—Fiat dated April 7.  
JOHN OWEN, Church-hill, Woolwich, cowkeeper and milkman, April 15 and May 20 at 2, Court of Bankruptcy: Off. ass. Whitmore; Sols. Willoughby & Jaquet, Clifford's-jen.—Fiat dated April 7.  
FRANCIS CAREY, Nottingham, hatter, April 15 at 1, and May 20 at 12, Court of Bankruptcy: Off. ass. Belcher; Sols. Watson & Broughton, Falcon-sq.—Fiat dated April 4.  
GEORGE CARRINGTON, Albion-street, Hyde-park, horse dealer and livery stablekeeper, April 19 and May 20 at 11, Court of Bankruptcy: Off. ass. Green; Sol. Foster, 61, Jermyn-st., St. James's.—Fiat dated April 7.  
WILLIAM FILMER and WILLIAM SMITH GOODING, Osborne-st., Whitechapel, brewers, April 19 at 1, and May 20 at 12, Court of Bankruptcy: Off. ass. Gibson; Sols. Young & Son, 29, Mark-lane.—Fiat dated April 5.  
FREDERICK CHAPMAN, Mansell-st., Middlesex, wine merchant, April 18 at half-past 11, and May 20 at 11, Court of Bankruptcy: Off. ass. Graham; Sol. Lamb, 14, Bucklebury.—Fiat dated March 24.  
WILLIAM ROBERTSON WEBB, Knightsbridge-terrace, Knightsbridge, wine merchant, April 23 at 12, and May 20 at 11, Court of Bankruptcy: Off. ass. Grooms; Sols. Wide & Co., College-hill.—Fiat dated April 2.  
ABRAHAM CROSSFIELD, Whitechapel-road, and Highland's Farm, Leyburne, Kent, scrivener and hop planter, April 19 at 2, and May 20 at 12, Court of Bankruptcy: Off. ass. Edwards; Sols. Hindmarsh & Son, Crescent, Jerin-st., Cripplegate.—Fiat dated April 6.  
RICHARD FALLISER, Moorgate-st., London, saddler and harness maker, April 23 and May 20 at 1, Court of Bankruptcy: Off. Ass. Grooms; Sols. Wire & Child, 9, St. Swithin's-lane.—Fiat dated April 7.  
DAVID BOLTON, Kingston-upon-Hull, corn-merchant, April 19 and May 20 at 11, George Inn, Kingston-upon-Hull: Sols. Galloway & Co., Hull; Hicks & Marria, 5, Grey's Inn-sq.—Fiat dated April 1.  
SAMUEL CARTWRIGHT SNEADE, Wavertree, near Liverpool, timber-merchant, April 20 and May 20 at 1, Clarendon-rooms, Liverpool: Sols. Owens, Newtown, Montgomeryshire; Mason, Liverpool; Willis & Co., Tokenhouse-yard.—Fiat dated April 2.  
JAMES BONNY, Liverpool, tailor and draper, April 18 and May 20 at 1, Clarendon-rooms, Liverpool: Sols. Evans, Liverpool; Kenyon & Stone, Liverpool; Oliver, 36, Old Jewry.—Fiat dated April 4.  
JOHN JOHNSON, Leeds, tow-spinner, April 22 at 12, and May 20 at 19, Commissioners'-rooms, Leeds: Sols. Shackleton, Leeds; Batey & Co., Chancery-lane.—Fiat dated March 26.  
FREDERIC WILLIAM GOUGH, Pencombe, Herefordshire, dealer and chapman, April 26 and May 20 at 12, Watcote Hotel, Leominster: Sols. Hammond, Leominster; Smith, 5, Southampton-buildings.—Fiat dated March 31.

**JAMES COLE**, Kettering, Northamptonshire, woolstapler, May 2 at 11, and May 20 at 2, George Inn, Kettering: Sols. Maule, Huntingdon; Egan & Co., 23, Essex-st., Strand.—Fiat dated March 8.

**JAMES CLARKE** and **ROBERT P. CLARKE**, Leeds, music sellers, April 22 at 2, and May 20 at 12, Commissioners' rooms, Leeds: Sols. Payne & Co., Leeds; Theobald, Staple-inn.—Fiat dated March 23.

**WILLIAM HANBURY HOPKINS**, Worcester, currier and leather cutter, April 19 and May 20 at 12, Foley's, Worcester: Sols. Foley, Worcester; Blower & Vizard, 61, Lincoln's-inn-fields.—Fiat dated March 12.

#### MEETINGS.

*M. Schlesinger* and *M. S. Schlesinger*, Basinghall-street, merchants, April 22 at 2, Court of Bankruptcy, last ex.—*Joe. C. Clarke*, Water-lane, Great Tower-st., wine-merchant, April 22 at 1, Court of Bankruptcy, last ex.—*John Parkes Hope*, Atherton, Warwickshire, builder, May 6 at 12, Red Lion Inn, Atherton, last ex.—*Thos. Humphrey*, jun., Great Stanmore, Middlesex, bricklayer, April 29 at 11, Court of Bankruptcy, aud. ac. and div.—*Henry Castle*, Lucas-st., Rotherhithe, ship-owner, April 30 at 11, Court of Bankruptcy, aud. ac.—*Henry Clark*, Fleet-st., brush-manufacturer, April 30 at 1, Court of Bankruptcy, aud. ac. and div.—*Chas. Robottom*, Black Bull Inn, Holborn, tavern-keeper, April 30 at 12, Court of Bankruptcy, aud. ac. and div.—*Wm. Blain*, St. Andrew's-road, Southwark, draper, May 2 at half-past 1, Court of Bankruptcy, aud. ac.—*C. H. Weigall*, Conduit-st., Regent-street, tailor, May 2 at half-past 12, Court of Bankruptcy, aud. ac.; at 1, div.—*George Carpenter*, Chelmsford, Essex, chymist, May 2 at 12, Court of Bankruptcy, aud. ac.—*David Hanny*, Cavendish-sq., banker, May 2 at half-past 11, Court of Bankruptcy, aud. ac.—*Thos. Heskin*, jun., Thorley, Hertfordshire, horse-dealer, April 29 at 10, Court of Bankruptcy, aud. ac.; at half-past 10, fin. div.—*Wm. Hubble*, Dartford, Kent, miller, April 29 at half-past 11, Court of Bankruptcy, aud. ac.; at 12, fin. div.—*John Heywood*, Heaton Norris, Lancashire, cotton-spinner, May 16 at 11, Commissioners' rooms, Manchester, aud. ac.—*William Pennington*, Marple, Cheshire, grocer, May 3 at 11, Commissioners' rooms, Manchester, aud. ac.—*John Brown*, Birmingham, victualler, April 29 at 1, Waterloos-rooms, Birmingham, aud. ac.—*Geo. Dickson* and *R. Glover*, Liverpool, seed and spice merchants, May 4 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, fin. div.—*Eliz. C. Radford*, *Josh. Radford*, and *Joseph Radford*, Manchester, ironfounders, May 2 at 10, Commissioners' rooms, Manchester, div. joint est.; at 11, sep. est. of *Joshua Radford*; May 3 at 11, aud. ac. sep. est. of *E. C. Radford* and *Josh. Radford*; at 12, div.; at 1, aud. ac. sep. est. of *Joseph Radford*—*Wm. Burgoyne*, Plymouth, Devonshire, builder, Sept. 7 at 11, Royal Hotel, Plymouth, aud. ac.—*Thomas Blayds Molyneux* and *Percival Withery*, Liverpool, merchants, April 30 at 1, aud. ac.—*W. Blunt Peabrooke*, Liverpool, money scrivener, April 30 at 1, Clarendon-rooms, Liverpool, aud. ac.—*John Parker*, *George Parker*, *Joseph L. Parker*, and *Thos. Roberts*, Birchin-lane, merchants, April 29 at 12, Court of Bankruptcy, fin. div. joint est. of *John Geo. Parker*—*Anthony G. W. Biddulph*, *John Wright*, *Henry Robinson*, and *Edm. Wm. Jerningham*, Henrietta-st., Covent-garden, bankers, April 30 at half-past 11, Court of Bankruptcy, div. sep. est. of *Edm. W. Jerningham*—*Chas. Knight* and *Pet. Knight*, Ivy-lane, Newgate-market, salesmen, April 30 at 2, Court of Bankruptcy, div.—*Thomas Hudson*, Lime-st., drysalter, April 30 at half-past 2, Court of Bankruptcy, div.—*Angus Duncan* and *Chas. Duncan*, Tokenhouse-yard, merchants, April 29 at 12, Court of Bankruptcy, div.—*Marin Hypp. Bellemote*, Pomroy-st., Old Kent-road, manufacturing chemist, April 29 at 12, Court of Bankruptcy, fin. div.—*Joe. Maddox* and *George Blenkarn*, Watling-street, warehousemen, April 29 at half-past 12, Court of Bankruptcy, fin. div. joint and sep. est.—*Jas. R. Hunt*, Manchester, flour dealer, May 2 at 10, Commissioners' rooms, Manchester, aud. ac.; at 11, second and fin. div.—*Joe. Wood*, Manchester, lace dealer, May 3 at 11, Commissioners' rooms, Manchester, aud. ac.; at 12, div.—*A. Clapham*, Friars Goose, Gateshead, soda and alkali manufacturer, April 29 at 11, Bankrupt Commission-rooms, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*J. G. Shackles*, Kingston-upon-Hull, linen-draper, April 30 at 10, George Inn, Kingston-upon-Hull, aud. ac.; at 11, div.—*John Richan*, *Thomas Richan*, and *Jas. Blake*, Sunderland, Durham, and Kingston-upon-Hull, tanners, May 3 at 2, Thompson Arms Inn, Sunderland, aud. ac.; at 3, div.—*Isaac*

*Taylor* and *Uriah Taylor*, Meltham, Almondsbury, Yorkshire, clothiers, May 4 at 12, Pack Horse Inn, Huddersfield, aud. ac.; at 1, first and fin. div.—*John Fowkes*, Leicester, hosier, May 12 at 12, Castle of Leicester, aud. ac.; at 1, div.—*Joe. Westwood*, Birmingham, gun-maker, May 3 at 12, Waterloos-rooms, Birmingham, aud. ac.; at 1, fin. div.—*Stephen Rogers*, Newport, Monmouthshire, grocer, June 1 at 11, Westgate Hotel, Newport, aud. ac.; at 12, div.—*John Barrett* and *Arthur Youle Barrett*, Kingston-upon-Hull, engine-manufacturers, April 30 at 1, George Inn, Kingston-upon-Hull, aud. ac.; at half-past 1, first and fin. div.—*Geo. Wilson* and *R. Briddon*, Manchester, machine-makers, May 3 at 12, Commissioners' rooms, Manchester, pr. d.; at 1, aud. ac. and div. sep. est. of *Geo. Wilson*—*J. S. Deistry* and *J. Ryle*, Manchester, bankers, April 30 at 10, Commissioners' rooms, Manchester, pr. d.; at 11, aud. ac. and div. sep. est. of *John Smith Deistry*—*Richard Southall*, jun., Birmingham, merchant, April 30 at 11, Waterloos-rooms, Birmingham, pr. d.; at 12, aud. ac. and div.—*Samuel Eastwood*, Huddersfield, Yorkshire, woolstapler, May 6 at 11, George Hotel, Huddersfield, aud. ac.; at 12, div.

#### CERTIFICATES TO BE ALLOWED

*Unless Cause shown to the contrary, on or before April 29.*

*George Edward Debenham*, Bayham-street, Camden-town, builder.—*Chas. Treppe*, Abridge, Lambourne, Essex, victualler.—*Benj. Jefferies*, Newport, Monmouthshire, ironmonger.—*Joe. Webb Pilcher*, Crabble, River, Kent, miller.—*William Perkins*, St. Wolloos, Monmouthshire, ship-builder.—*Henry Adolphus Baber*, Lindfield, Sussex, maltster.—*Robert Bacon* and *Robt. Wayman*, Barbican, wire-workers.—*Rob. De Neville Lucas*, Bridge-st., Southwark, money-scrivener.—*Wm. Elton Posten*, Ludgate-hill, chemist and druggist.—*Edmund Warne*, Lisle-st., St. Anne, Westminster, carpenter.—*Wm. B. Winter*, Bristol, builder.

#### SCOTCH SEQUESTRATIONS.

*Alas. Whemond*, Dundee, merchant.—*Lachlan Clark* and *Joshua Murray*, Greenock, ship-builders.—*Robert Davidson* and *Company*, Dumbarton, grocers.—*Wm. Cropper*, Edinburgh, painter.—*Thos. Guthrie*, deceased, Burnside, Balconnel, Menmuir, Forfarshire.—*Robt. Oliphant*, Kirkcaldy, rope and sail-maker.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, April 29 at 9.*

*Robert Clark*, Jermyn-st., St. James's, dentist.—*William Cameron*, Callum-st., Fenchurch-street, and Gray's-buildings, Shadwell, bricklayer.—*Mary Ann Marshall*, Canterbury, Kent, milliner.—*James Clark*, Ratcliffe-highway, out of business.—*Francis Godbold*, Stratford-place, Richmond-road, Dalston, out of business.—*Wm. Field*, Shaftesbury-place, Aldersgate-street, out of business.—*Geo. Humbert*, Cambridge-street, Edgware-road, solicitor.—*John Hassell*, Garnant-pl. Spa-fields, auctioneer.—*Thos. Magrath*, Maze-pond, Southwark, ginger-beer-manufacturer.—*Fredk. Jackson*, Arlington-st., Camden-town, grocer.—*Hen. Geo. Pearce*, Allington-terrace, Beck-road, St. George's in the East, commission-agent and patentee of the screw fin.

*May 2, at the same hour and place.*

*Wm. Bromley*, Leicester-sq., auctioneer.—*Robert Duke*, Elizabeth-terrace, Liverpool-road, Islington, usher at Clerkenwell Police-court.—*Thos. Cole*, Rye-lane, Peckham, Surrey, retailer of beer.—*Benj. Edwin Turpin*, Great Northampton-street, St. John-st., Clerkenwell, watch-maker.—*Jas. Henry Rogers*, Cleveland-street, Fitzroy-square, cabinet-maker.—*R. Alliston*, Silver-st., Wood-st., Cheapside, hair-dresser.—*Rob. Parnham*, Hounslow, furniture-broker.—*Thos. Copps*, Bedford, near Hounslow, farmer's labourer.—*John Clark*, Queen-st., Cheapside, out of business.—*Robert Jones*, Horrick's-row, New-cross, Hatcham, Surrey, near Deptford, Kent, tailor.

*Court-house, NORTHAMPTON, (County), April 28 at 10.*

*Richard Ingram*, Northampton, eating-house-keeper.

*Court-house, AYLESBURY, Buckinghamshire, April 30 at 10.*

*Richard Mead*, Lacey-green, Princes Risborough, farmer.—*Thomas Cox*, Aylesbury, agent to a coal-merchant.—*John Povey*, Great Marlow, retailer of beer.

#### MEETINGS.

*Fredk. F. A. Steele*, Stapleton, Gloucestershire, solicitor, April 29 at 2, George Inn, Shepton Mallett, sp. aff.—*Thomas Morgan*, Fishguard, Pembrokeshire, mariner, April 23 at 12, Scowcroft's, Haverfordwest, sp. aff.



IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

FOR the convenience of persons in the Western and Central Districts of London, and particularly of Gentlemen connected with the Law, THE LONDON, EDINBURGH, AND DUBLIN LIFE ASSURANCE COMPANY have opened a Branch Office at 55, Chancery-lane, where Prospectuses, Forms of Proposals, and every other information connected with the business of the Company, may be procured; and where Examinations of Parties whose Lives are proposed for Assurance may be taken, and Policies effected, as at the Chief Office of the Company, in Charlotte-row, Mansion-house.

Your attention is solicited to some of the distinguishing features of this Company, which have been introduced after mature deliberation, and which will be most conveniently pointed out by referring to Policies, as Money Transaction and Family Provision Policies.

**MONEY TRANSACTION POLICIES.**—Your professional experience and acquaintance with the records of the Courts of Law and Equity, must have convinced you that considerable changes were required in the practice and rules of Life Offices, to render this class of Policies valid and unimpeachable documents of security, which no unforeseen circumstances or future accidents could invalidate. This Company has endeavoured, and they think successfully, to render their Policies as indefeasible and negotiable securities as is possible, consistently with a due regard to the safety of the contracting parties; and to effect this object the Company has introduced the following clause into their Deed of Settlement:—

CLAUSE 78.—“That every Policy issued by the Company shall be indefeasible and indisputable, and the fact of the issuing of the same shall be conclusive evidence of its validity; and it shall not be lawful for the Company to delay payment of the sum insured thereby, on the ground of any error, mistake or omission, however important, made by or on the part of the person or persons effecting the same; and that, on the contrary, the amount receivable under the same shall be paid at the time stipulated by the Policy, to the person entitled thereto, as if no such error, mistake or omission had been made or discovered, unless the Policy shall have been obtained by fraudulent misrepresentation.”

**FAMILY PROVISION POLICIES.**—In the well-founded belief that Life Assurance business is profitable, persons making provision for their families, and contemplating a long duration of time between the date of the Policy and the claim to arise under it, generally prefer Assurances which may carry with them a right to participate in the profits to be realized by the Company during the currency of their Policies. By the Deed of Constitution of this Company, the participating Assured are entitled to the WHOLE OF THE MUTUAL PROFITS, as if they had been Assured in a purely Mutual Society; and they have, at the same time, the security not only of the Funds of the Company, arising from the accumulated premiums, but also the proprietary funds and subscribed Capital of the Company. To the Shareholders are allotted only those profits which are realized by the investment of their own paid capital, and from the excess of the premiums derived from the Non-participating Assurances. This mode of Division of Profits is peculiar to this Company.

In order to provide against the defeat of a Policy in the hands of a CREDITOR, by the DEBTOR, whose Life is Assured leaving the country, and going beyond the prescribed limits, the Company grant WHOLE WORLD POLICES, whereby, on condition of receiving an extra premium, varying in amount according to the circumstances of the case, but fixed and determined at the time of issuing the Policy, the debtor, on whose Life an Assurance has been effected, is entitled to go to or reside in any part of the world, without invalidating the Assurance.

To enable a party to effect an Assurance at the LEAST POSSIBLE EXPENSE, and to entitle him to discontinue it at a less sacrifice than by any other plan, a seven years' Half-premium system has been introduced; and, upon comparing the following scale with any other which has been devised for reducing present payments, it will be seen how much more economically a less transaction can be fortified by this kind of Policy than by any other. The Half-premium system possesses a further advantage over temporary Assurances, or those for a Term of Years, from the Assured having the option of continuing for Life the Policy which he may have procured for a mere temporary purpose.

HALF PREMIUM CREDIT TABLE.

Age 15.	Age 20.	Age 25.	Age 30.	Age 40.	Age 45.	Age 50.	Age 54.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
0 16 1	0 18 0	1 0 7	1 3 7	1 11 5	1 16 6	2 3 9	2 12 5

THE COMMISSION allowed to Attorneys is 10l. per cent. upon the first, and 5l. per cent. upon all future premiums; and the Commission continues to be payable to the Attorney, who completed the Assurance with the Company, although the future premiums may be paid by others.

The usual weekly Board day is Thursday, but Policies may be obtained any day betwixt the hours of 10 and 5.

ALEXANDER ROBERTSON, MANAGER.

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BENJAMIN IFILL, Esq. Welbeck-street, Deputy Chairman.

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J. MARMADUKE ROSSETER, Esq. Kennington-terrace.

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{ ROBERT E. ALISON, Esq. Cornhill.

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Applications for Shares and for District Professional Agencies should be made to Messrs. Richards & Braham, Solicitors, 15, New Boswell-court, Lincoln's Inn, on or before the 30th of April, as a Meeting of the Shareholders will be convened early in the following month for the election of the Directors and other Officers of the Society in accordance with the Provisions of the Trust Deed.

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# The Jurist

No. 275.

LONDON, APRIL 16, 1842.

PRICE 1s.

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LONDON, APRIL 16, 1842.

THE new Bankruptcy Bill (see ante, p. 96) differs in some important particulars from the existing law; and in order to facilitate the labour of those of our readers whom inclination or interest may lead to analyse and consider the propositions embodied in the proposed law, we will point out the material differences in the order of the clauses.

At present, the petitioning creditor must, before any fiat can be granted, give a bond to the Lord Chancellor, conditioned for proving his debt, as well before the commissioners as upon any trial at law, in case the due issuing of the commission be contested; and also for proving that, at the time the commission is taken out, the party had committed an act of bankruptcy. The object of the bond is to prevent the fraudulent or malicious taking out of a commission.

This is, by clause 3, to be done away with thus far—that it is to be in the discretion of the Lord Chancellor, on a petition for a fiat being presented, to dispense with the petitioner's bond.

The next new feature of the proposed measure is, the power given to the Court which shall be authorised to proceed in the prosecution of the fiat, to cause the party against whom it shall have issued, to be apprehended, and to cause his property to be seized under a warrant, if the Court shall be satisfied by evidence supported by the oaths of two or more credible witnesses, that there is probable cause for believing that he is about to quit the country, or to remove or conceal any of his goods with intent to defraud his creditors. This seems, if strictly guarded, a very wise provision for the protection of creditors against an unprincipled debtor.

By the present law, a commission may be supported by an act of bankruptcy committed at any time previous to the sealing of the fiat. It is proposed by the

new Bill, that an act of bankruptcy shall not support a commission, if it has been committed more than twelve months before the issuing of the fiat. The rule that an act of bankruptcy concerted between a bankrupt and the petitioning creditor will not support a fiat, is to be abolished by sect. 8; which proposes, that a bankruptcy concerted between the bankrupt and any creditor, or other person, shall not invalidate the fiat.\*

Sect. 10 nearly follows the Bill proposed during the last Session of the late Parliament, and adds to the list of persons directly liable to the Bankrupt Laws, livery-stable-keepers, coach-proprietors, carriers, ship-owners, auctioneers, apothecaries, market-gardeners, cow-keepers, and some others; persons who, at present, can only be included sub modo in the class of persons liable to the Bankrupt Laws; that is, who are not within those laws merely as carrying on their respective businesses, but only if they carry them on in a particular way. Livery-stable-keepers, apothecaries, brick-makers, for instance, and in fact all who, not being traders in the strictest sense of the word, fall within the definition of persons who, either for themselves, or as agents or factors for others, seek their living by buying and selling, or by buying and letting for hire, or by the workmanship of goods or commodities, are at present, as it is well known, liable or not to become bankrupts, according to the mode in which they carry on their trade. For instance, a livery-stable-keeper is not liable, as such, to become a bankrupt; but if he add to his vocation of a livery-stable-keeper, the buying of hay or other food, and the supplying of such food to horses standing in the stables, or selling again such hay to anybody, generally, then he is liable. So, an apothecary who sells drugs only to his own patients, is not

\* A fiat is not impeachable merely on the ground of concert (1 & 2 Will. 4, c. 56, s. 42, and *Ex parte Caldecott*, Mont. & Ayr. 600). But a concerted Act of Bankruptcy is. (*Ibid.* 603.)

liable; but if he also sells them to any person applying, he is liable. Again, with respect to brick-making, salt-making, and many other trades, or at least vocations in the nature of trades, it has been held, that he who makes the saleable article from the produce of his own land, is not liable to be a bankrupt; whether he is if he buys the materials for the purpose of making, and does therewith make and sell the saleable article, seems unsettled. (*Archbold's Bankruptcy*, 9th edit. p. 44, and the case there referred to).

All these unsubstantial distinctions are a fruitful source of litigation, and are, we think, wisely removed, so far as it extends, by the 10th clause of the Lord Chancellor's Bill. But there will still be left open questions as to many vocations which are, in their nature, principally professional, but, in their incidents, trading. Thus, for instance, teachers of the fine arts cannot be said, in strictness, to seek their living by buying and selling; yet they generally do buy and sell the materials with which their pupils are supplied, and they do so as a part of their means of obtaining an income. In a sense, therefore, such persons seek their living by buying and selling. Whether such persons would fall within the Bankrupt Laws has never, we believe, been decided, though it has been held, indeed, that a schoolmaster is not liable to be made bankrupt, by reason of buying books and selling them to his scholars.

Sections 11 to 20 introduce an extension of the present law. By the 1 & 2 Vict. c. 110, s. 8, it is made an act of bankruptcy if a trader, against whom an affidavit of debt of a certain amount is filed in the Court of Bankruptcy, shall not, within twenty-one days after service of such affidavit, pay such debt, or compound for the same, or enter into a bond to pay such sum as shall be recovered in an action which shall have been brought. This principle is more fully developed in the proposed Bill.

The 36th, 38th, 39th and 40th clauses, are the same as the corresponding clauses in the Bill referred to, (*ante*, vol. 5, p. 938), substituting the discretion of the Court acting in the prosecution of a fiat for the consent of creditors in respect to the grant of a certificate to the bankrupt, subject only to a right in the creditor of appearing to oppose the grant of the certificate; and providing for the prevention of any imposition on the Court as to the real merits, by avoiding contracts or securities given to any creditor for the purpose of procuring the withholding of opposition by such creditor.

The principal new feature of the proposed Bill is, however, the substitution of permanent District Courts of Bankruptcy, (*sect.* 56), to act in the prosecution of fiats in bankruptcy in the country, instead of the Commissioners to whom, under the present law, country fiats are addressed. The new Courts will have all the powers of a court of record, and will have authority to take evidence, either *viva voce*, or in writing.

The 78th clause proposes the creation of a new officer in the shape of a "Master," whose special duty is to be that which is at present committed to the care of the Commissioners acting in the prosecution of the fiat; viz. the taxation of the bills of costs of the solicitors. The Master is also to tax the bills of charges of auctioneers, appraisers, brokers, valuers, and accountants,

subject to review by one of the Commissioners of bankruptcy acting in London.

We have now, as briefly as possible, pointed out the principal features of novelty characterising the measure proposed by the Lord Chancellor. On the details of a Bill so extensive in its objects, we have not space to offer any comment. That, in its general principles, it affords promise of a considerable improvement in the practice in bankruptcy, particularly in working country fiats, is, however, we think apparent. The substitution of permanent, well-organized District Courts, presided over by men of competent ability, who, being judges, will have their whole time engaged, and their whole reputation involved in the execution of their judicial duties, cannot but be an advantage in the dispatch of bankruptcy business. In fact, the District Courts being put on the same footing, and provided with the same means for the efficient discharge of judicial duties as the present London Commissioners' Courts, there can be no reason why they should not become tribunals equally efficient, or, in other words, tribunals calculated satisfactorily to meet the wants of bankruptcy suitors.

We know not what counsel have done to offend all mankind; but, of late, they seem to be the giants against which every aspirant for public applause sets his lance in rest. Not long ago, a declaration made by the Solicitor-General, in his place in Parliament, was distorted by a public writer into what it certainly did not import, an assertion, that the speeches of counsel in Courts of Justice are useless, or worse than useless. And now we have as a crowning mercy, (*see our Parliamentary Summary*), a proposition, that the House of Commons, in reference to Election Committees, shall compel counsel to select their Court, and not go into any other!

The House of Commons is, undoubtedly, very powerful; far be it from us to dispute generally the extent of its jurisdiction; but there are things which even the House of Commons cannot do. It can, undoubtedly, prohibit counsel from appearing at all in its Committees; it can, as undoubtedly, prevent counsel from appearing in particular Committees; but if it assume to open its Committees to counsel, we do not see how it can compel any counsel to select a particular Committee, any more than it can compel him to hold briefs. But apart from these considerations, we would ask, how the suitor could be benefited by any such measures as those embodied in the resolutions referred to in our Parliamentary Summary? If the grievance be, that eminent counsel are retained on several Committees, and can only attend some, the remedy is in the hands of the suitor. Let him not retain counsel whom he knows, or can easily ascertain, to be already more than fully engaged. But if suitors will continue to think it their interest to select counsel with regard only to their eminence, and not to their multiplied engagements, (and if they do think so, they have a right to act on their opinion,) how will the matter be mended by excluding counsel from more than one Committee in a day? The only result would be, that a fierce rivalry would rise up among suitors for the possession of the favourite advocate, and instead of paying a reasonable fee for the chance of obtaining the whole or a

portion of his time, they would have to pay a most exorbitant one for the certainty of securing him. We apprehend, that whatever may be the true doctrine with regard to trade in those departments which now engross the attention of the Legislature, the principles of free trade must at least be suffered to exist, to the fullest extent, in the selection of counsel; and that the only remedy for the inconvenience of counsel being engaged in too many courts, is the exercise by Courts of their undoubted right to proceed in the matters before them in the order in which they are set down, whether counsel be in attendance or not.

It will be seen by our Parliamentary Summary, that the House of Lords has rejected Lord Campbell's Bill for abolishing the Judicial Committee of the Privy Council, and cutting the Lord Chancellor in two halves; whereof one was to preside over the Court of Chancery without being Chancellor, and the other was to be Chancellor without any concern with the Court of Chancery. We confess we always thought, as we have already ventured with great submission to express, (*ante*, p. 69), that a plan, which had for its main-spring the total destruction of a Court on which, no more than eight years ago, the Legislature had lavished abundant care and consideration, was upon the face of it, to say the least, a very singular one. And when we recollect that the secondary object of this plan, was to render useless all that the Legislature did, only at the close of the last Session of Parliament, it seems difficult to understand what could have been the mental process by which a sound lawyer and clear-headed man, such as the promoter of the defunct bills undoubtedly is, could have arrived at the generation of so fantastic a dream.

It is scarcely consistent with our conviction of the great ability of the late Lord Chancellor of Ireland, to suppose that he could have proposed such a measure at such a time, in sober earnest; and knowing, as all men do, his Lordship's reputation for playfulness and sportive ebullitions of fancy, we are driven to the supposition, that he must have been disporting himself with a little attempt at a *mauvaise plaisanterie*. Be that as it may, the bills are at an end for the present; and we sincerely trust that it may be long ere we have again to comment upon any others of the same character.

ORDER ISSUED BY THE LORD CHANCELLOR,  
11th April, 1842.

The Right Hon. John Singleton Lord Lyndhurst, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Hon. Henry Lord Langdale, Master of the Rolls, the Right Hon. Sir Lancelot Shadwell, Vice-Chancellor of England, the Right Hon. the Vice-Chancellor Sir James Lewis Knight Bruce, and the Right Hon. the Vice-Chancellor Sir James Wigram, doth hereby, in pursuance of an act of parliament passed in the fourth year of the reign of her present Majesty, intituled, "An Act for facilitating the Administration of Justice in the Court of Chancery," and of an act passed in the fourth and fifth years of the reign of her present Majesty, intituled, "An Act to amend an act of the fourth year of the reign of her present Majesty, intituled, 'An Act for facilitating the

Administration of Justice in the Court of Chancery'" order and direct in manner following, that is to say—

I. That in cases where the defendant shall not have put in his answer in due time after appearance, and the plaintiff shall be unable with due diligence to procure a writ of attachment to be executed against such defendant, by reason of his being out of the jurisdiction of the court, or being concealed, or for any other cause, then such defendant shall, for the purposes of this Order, be deemed to have absconded to avoid the process of this court.

That in cases where any defendant, who may be so deemed to have absconded, shall have appeared by his own Clerk in Court, or an appearance having been entered for him under the 8th of the Orders of the 26th day of August, 1841, he shall have afterwards appeared by his own Clerk in Court, the plaintiff may serve upon such Clerk in Court a notice, that, on a day in such notice named, (being not less than fourteen days after the service of such notice), the court will be moved, that the bill may be taken *pro confesso* against such defendant; and the plaintiff is, upon the hearing of such motion, to satisfy the court that such defendant ought, under the provisions of this Order, to be deemed to have absconded, and the court being so satisfied, and the answer not being filed, may, if it shall so think fit, order the bill to be taken *pro confesso* against such defendant, either immediately, or at such time, or upon such further notice, as under the circumstances of the case the court may think proper.

That in cases where any defendant, who may be so deemed to have absconded, shall have had an appearance entered for him under the 8th of the Orders of the 26th day of August, 1841, and he shall not afterwards have appeared by his own Clerk in Court, the plaintiff may cause to be inserted in the London Gazette a notice, that on a day in such notice named (being not less than four weeks after the first insertion of such notice in the London Gazette) the court will be moved, that the bill may be taken *pro confesso* against such defendant, and the plaintiff is, upon the hearing of such motion, to satisfy the court that such defendant ought, under the provisions of this Order, to be deemed to have absconded, and that such notice of motion has been inserted in the London Gazette at least once in every week from the time of the first insertion thereof, up to the time for which the said notice shall have been given; and the court being so satisfied, and the answer not having been filed, may, if it shall so think fit, order the bill to be taken *pro confesso* against such defendant, either immediately, or at such time, or upon such further notice as, under the circumstances of the case, the court may think proper.

II. That upon default by an infant defendant in not appearing to, or not answering the bill, the court may, upon motion, order that the Senior Six Clerk not towards the cause may be assigned guardian of such infant defendant, by whom he may appear to and answer, or may answer the bill and defend the suit, upon the court being satisfied that such defendant is an infant, and if the infant has not appeared, that the subpoena to appear to and answer the bill was duly served, and (whether the infant has appeared or not) that a notice of such motion was (after the expiration of the time for appearing to or answering the bill, and at least six clear days before the hearing of such motion) served upon or left at the dwelling-house of the person, with whom or under whose care such infant defendant was at the time of serving the subpoena, and was also served upon or left at the dwelling-house of the father or guardian (if any) of such infant, where the person with whom or under whose care the infant was at the time of such service shall not be the father or guardian of the infant, unless the court at the time

of hearing such motion shall think fit to dispense with such last-mentioned service.

III. That the plaintiff shall, without special leave of the court, be at liberty to serve any notice of motion, or other notice, or any petition, personally or at the dwelling-house or office of any defendant, who having been duly served with subpoena to appear to and answer the bill shall not have caused an appearance to be entered by his own Clerk in Court at the time for that purpose limited by the General Orders of the Court.

IV. That the first, second, third, fourth, and fifth of the Orders of the 26th day of August, 1841, shall not take effect until further order.

V. That the twenty-second of the Orders of the 26th day of August, 1841, shall be suspended until further order.

VI. That the Orders of the 26th day of August, 1841, shall be amended as to numbers X. XI. XII. and XLVII. in manner following; (that is to say,)

X. That no Writ of Execution shall hereafter be issued for the purpose of requiring or compelling obedience to any Order or Decree of the High Court of Chancery, but that the party required by any such Order or Decree to do any act shall, upon being duly served with such Order or Decree, be held bound to do such act in obedience to the Order or Decree.

XI. That if any party, who is by an Order or Decree ordered to pay money, or to do any other act in a limited time, shall, after due service of such Order or Decree, refuse or neglect to obey the same according to the exigency thereof, the party prosecuting such Order or Decree shall, at the expiration of the time limited for the performance thereof, be entitled to a writ or writs of attachment against the disobedient party, and in case such party shall be taken or detained in custody under any such writ of attachment without obeying the same Order or Decree, then the party prosecuting the same Order or Decree shall, upon the sheriff's return that the party has been so taken or detained, be entitled to a commission of sequestration against the estate and effects of the disobedient party, and in case the sheriff shall make the return non est inventus to such writ or writs of attachment, the party prosecuting the same Order or Decree shall be entitled, at his option, either to a commission of sequestration in the first instance, or otherwise to an Order for the Serjeant-at-Arms, and to such other process as he hath hitherto been entitled to upon a return non est inventus made by the Commissioners named in a Commission of Rebellion issued for the non-performance of an Order or Decree.

XII. That every Order or Decree requiring any party to do an act thereby ordered, shall state the time, or the time after service of the Order or Decree, within which the act is to be done, and that upon the copy of the Order or Decree which shall be served upon the party required to obey the same, there shall be indorsed a memorandum in the words or to the effect following, viz.:-

"If you the within-named A. B. neglect to obey this Order (or Decree) by the time therein limited, you will be liable to be arrested under a writ of attachment issued out of the High Court of Chancery, or by the Serjeant-at-Arms attending the same Court, and also be liable to have your estate sequestered for the purpose of compelling you to obey the same Order (or Decree)."

XLVII. That a creditor who has come in and established his debt before the Master, under a Decree or Order in a suit, shall be entitled to the costs of so establishing his debt, and the sum to be allowed for such costs shall be fixed by the Master, without taxation, at the time the Master allows the debt of such creditor, unless the Master shall think that such costs ought to be taxed in the regular mode, in which case the same

shall be so taxed by the Master, and the amount of such costs, or the sum allowed in respect thereof, shall be added to the debt so established.

(Signed) LYNDBURST, C.

LANGDALE, M. R.

LANCELOT SHADWELL, V. C.

J. L. KNIGHT BRUCE, V. C.

JAMES WIGHEM, V. C.

## Imperial Parliament.

### HOUSE OF LORDS.

Monday, April 11.

Lord Campbell moved the order of the day for the second reading of the Appeals Transfer Bill, the Appellate Jurisdiction Bill, and the Administration of Justice Bill.

The order of the day having been read, Lord Campbell said, the three Bills were so intimately connected, that he would, in his observations, treat them as one measure. The great objects he had in view were, the appointment of one Supreme Tribunal of Appeal for the whole Empire, and giving to the Crown the power, if necessary, of calling together the House of Lords in its judicial character, in the recess during a prorogation of Parliament, and also the appointment of a permanent Judge in Equity. His Lordship then went over the arguments that have been already so frequently urged against the sitting of the Lord Chancellor on appeals in the House of Lords; and in proof of its effect on suitors in determining appeals, his Lordship mentioned, that, during four years, in which Lord Abinger sat as Chief Baron, presiding on the Equity side of the Exchequer, there were 120 appeals from that Court to the House of Lords, while there were, during the same time, only six from the Lord Chancellor. He then passed on to the question of the Privy Council, and discussed the probability of conflict of decision between that Court, as at present constituted, and the House of Lords. His Lordship then met the anticipated argument that his plan was an innovation, by showing, that, in the reign of Richard 2, there was only one Court of Appeal in the country, viz. the House of Lords, and that the Privy Counsellors then attended and gave their advice in the same way as the Judges now do. He contended, that, at present, there were few appeals from the Australian Colonies, the West India Islands, and Canada, on account of the great inconvenience and expense of such appeals. If an efficient Court of Appeal, such as he proposed, were constituted, such appeals would much increase, and greater satisfaction would be given to suitors. With respect to the providing a permanent head to the Court of Chancery, he thought that was allowed on all hands to be desirable. He concluded, by moving the second reading of the Bill for transferring the Appellate Jurisdiction of the Privy Council to the House of Lords.

The Lord Chancellor, in a speech of considerable length, replied to the arguments of the noble Lord. He said, the Bill of his noble friend had one singular effect—that it excluded from the Supreme Court of Appeal, not only the existing Lord Chancellor, but former Lord Chancellors. The measure he said was, in effect, one measure, although divided into three Bills; it was based entirely on the abolition of the Judicial Committee of the Privy Council. His Lordship then went on to show, that the Judicial Committee, as at present constituted, was an efficient and satisfactory tribunal; and the question was, not what had been its constitution in remote times, or what was the history of the jurisdiction of that House, but what would practically work well in the present day. The Privy Council had, as at present constituted, disposed of all arrears, and continued to dispatch business as it arose. It did so, not by hasty decision, for there was no Court which gave more anxious and laborious attention to the cases before it than that Court. The judgments were carefully prepared and written, that they might be given with the greater deliberation. The fluctuating nature of the tribunal was its very merit, inasmuch as the multifarious character of its business was thus provided for. In cases involving the common law, there was the attendance of the Judges; for cases coming from Courts of Equity, there was the attendance of some of the Equity Judges; and for the Colonial business, they had the assistance of Judges who had presided in the Colonial Tribunals. It was said, that the Judges of the Privy Council were voluntary, and that that was an evil. But they were not voluntary. They were invested with the dignity of



Privy Councillors for the express purpose of sitting in the Privy Council as Judges; and if they were not compellable to sit, in the strict sense, yet they were bound in honour and in duty to give their attendance. There were, he admitted, some trifling inconveniences in the constitution of that Court, but they were inconveniences which might easily be removed without so rash a measure as the total destruction of the entire Court. With regard to that portion of the plan which went to take the Lord Chancellor altogether out of the Court of Chancery, he said, if the Lord Chancellor was to be a person who had never been in a Court of Equity all his life, and who therefore had no opportunity of acquiring knowledge of the practice of Courts of Equity, he must necessarily be crammed for the occasion by his assistants; rather than send appeals to such a Chancellor, it would be better to put an end to appeals altogether. He concluded, by moving, that the Bill be read that day six months.

After some observations from Lord Brougham, who also disapproved Lord Campbell's measure, his Lordship replied; and the question being put, the amendment was carried, and the Bills, therefore, were lost.

### HOUSE OF COMMONS.

*Tuesday, April 12.*

Mr. R. Wason rose pursuant to notice, to call the attention of the House to the practice adopted by counsel before its Committees, with a view to providing a remedy; having for its object the advantage of suitors, and upholding the dignity of the judicial tribunals of the House. The honorable gentleman proceeded at some length to descant upon the inconvenience arising from counsel engaging to attend several Committees of the House at the same time; and urged, that the House should follow the example of the Court of Chancery, compelling counsel, with the aid of the solicitors, to select a particular court, and not be running from one to another, to the great confusion and delay of business\*. The honorable gentleman concluded by moving two resolutions; first, that parties attending any Committee of the House, and having liberty to appear by counsel, do, at the first sitting of the Committee, deliver to the chairman the names of the counsel retained, which shall be inserted in the minutes of the Committee; secondly, that, upon no account shall any counsel appear before two Committees on the same day, unless one of them shall have previously closed its proceedings.

Sir James Graham defended the Bar attending Committees, against the animadversions of the honorable member.

Mr. Wallace would wish to prevent counsel speaking at all, until the evidence was gone into; he thought great benefit would result, if counsel were always compelled to remain silent till the business of the Committee was settled.

Mr. S. Wortley said the evil was in the inefficient character of the tribunals for trying election petitions. The plan of the Right Honorable Baronet, (Sir R. Peel), for the constitution of election committees, had signally failed; he (Mr. Wortley) thought it in truth impossible to construct a good tribunal, while they confined themselves to the materials to be found in that House.

Mr. O'Connell also defended the conduct of the Bar. He thought that it was precisely, in conducting the examination of witnesses, that the aid of lawyers of experience and ability was most wanted. The great evil was in the constitution of the committees. Now, it was thought that their decisions were influenced, not it was true by the politics of the members, but by those of the chairman.

After some further observation from several members, Mr. Wason withdrew his motion.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—Charles Perceval Titt, of Wallop, and of Broughton, Hampshire; Charles Carter, jun., of Bideford, Devonshire; Thomas Robert Jennings, of Evershol, Devonshire.

\* The honorable member is misinformed as to the alleged practice of the Court of Chancery. That Court has, we believe, no power to compel, and certainly does not compel counsel to select any particular court. The selection of courts is confined to the counsel within the bar, and has been adopted by them voluntarily, for the convenience both of their clients and themselves.

### Court Papers.

#### CAUSE LISTS.—EASTER TERM, 5 VICT.

#### Court of Chancery.

\*. \* The following abbreviations have been adopted to abridge the space the Cause Papers would otherwise have occupied:—*A.* Abated—*Adj.* Adjourned—*A. T.* After Term—*Ap.* Appeal—*C. D.* Cause Day—*C. Costs*—*D.* Demurrer—*E.* Exceptions—*F. D.* Further Directions—*M.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Re-hearing—*S. O.* Stand Over—*Sh.* Short.

#### JUDGMENTS.

Mitford v. Reynolds (Ap) L. C.  
Blandell v. Gladstone (Ap)  
L. C.  
Allen v. Macpherson (Ap)  
L. C.  
Bayden v. Watson (E, F D)  
L. C.  
Ward v. Alsager } (Causes)  
Ward v. Ward } L. C.  
Peyton v. Hughes (re-h.) L. C.  
Herring v. Cloberry } (Ap)  
Ditto v. Sturgis } L. C.  
Monk v. Earl Tankerville V.  
C. W.  
Leeming v. Sharratt (F D, C)  
V. C. W.  
Brydges v. Branfil V. C. of E.

#### PLEAS AND DEMURRERS.

Trotter v. Durham Railway  
Company (D) V. C. W. S O  
Miles v. Brown (D) V. C. W.  
S O  
Wilkins v. Bucknell (2 D) V.  
C K. B. S O  
University of Oxford v. Vava-  
sour V. C. of E.  
Powney v. Blomberg (D) V. C.  
of E. S O  
Bryant v. Wildagon (Pl) V. C.  
of E.  
Waters v. Earl of Thanet (D)  
V. C. of E.  
Morris v. Ellis (D) V. C. of E.  
Chappelow v. Levason (D) V.  
C. of E.

#### Before the LORD CHANCELLOR.

**RE-HEARINGS & APPEALS.**  
Addis v. Campbell (Ap) S O  
Kay v. Holder (Ap) S O  
Evetts v. Hall (Ap) Trin. T.  
Knight v. Frampton (Ap)  
Mitford v. Reynold (Ca) S O  
Att.-Gen. v. Southgate } (Ap)  
Ditto v. Milner  
Trelawny v. Roberts (Ap)  
Tritchley v. Williamson (Ap)  
Scott v. Milne (Ap)  
Taylor v. Rundell } (Ap)  
Pearse v. Ditto }  
Attorney-Gen. v. George (Ap)  
Cockell v. Bridgman (Ap)  
Jones v. Smith (Ap)  
Ibbetson v. Ibbetson (Ap)  
Massie v. Drake (Ap)

Moss v. Baldock } (Re-hear.)  
Ditto v. Lake  
Perry v. Meddowcroft (Ap)  
Fredericks v. Wilkins (Re-h.)  
Besch v. Frolich (Ap)  
Dartmouth Corporation v.  
Holdsworth (Ap)  
Wentworth v. Tubb (Ap)  
Cooper v. Emery (Ap)  
Appleby v. Dake } (Ap)  
Ditto v. Sturgis }  
Prendergast v. Turton (Ap)  
Everest v. Prythergh (pauper)  
(Ap)  
Jones v. Pugh (Re-hear. on E)  
Cator v. Masterman (Ap)  
Lancaster v. Evans (Ap)  
Fyler v. Fyler (Ap)

#### CAUSES, FURTHER DIRECTIONS, AND EXCEPTIONS.

#### Before the VICE-CHANCELLOR OF ENGLAND.

Luckes v. Frost (F D, C) S O  
Smith v. Pugh S O to amend  
Dangerfield v. Evans Mich. T.  
Bushell v. Hardley S O  
Cormouls v. Mole S O  
Jeffreys v. Hughes } (F D, C)  
Ditto v. Holditch } S O  
Att.-Gen. v. Pratt (at dft. re.)  
S O  
Gething v. Vigurs S O  
Cocks v. Edwards }  
Griffiths v. Richards } S O  
Hawley v. Powell  
Rand v. M'Mahon } (Part  
Ditto v. Hiscoc } heard)  
St. John's College, Oxford, v.  
Carter  
Playfair v. Birmingham and  
Bristol and Thames Junction  
Railway Company S O  
Thwaites v. Robinson  
Duncan v. Campbell  
Lovell v. Tomes  
Curtis v. Mason

Rolfe v. Wilson  
Baillie v. Innes  
Ditto v. Palmer } (E by order)  
Lewis v. Lewis  
Savill v. Savill  
Morgan v. Hayward  
Ward v. Pomfret (F D, Ptn)  
Hunsley v. Holder (at dft. req.)  
Booth v. Lightfoot  
Cole v. Hall  
Owens v. Dickinson  
Grant v. Hutchinson  
Boys v. Trapp  
Ditto v. Ditto  
Bullivant v. Taylor } (F D, C)  
Ditto v. Ditto }  
Trevor v. Trevor (E 3 sets)  
Hunt v. Thackrah  
Goode v. Morgan  
Allright v. Giles (Part heard)  
S O  
Ibbetson v. Selwin } S O  
Ibbetson v. Euston }  
Coore v. Lowndes S O

Heap v. Haworth (E) }  
 Ditto v. Ditto (F D, C) }  
 Young v. Waterpark  
 Forbes v. Peacock (Cause) }  
 Ditto v. Ditto (E, by order) }  
 Osbaldiston v. Simpson  
 Ranger v. Great Western Rail-  
 way Company *Trin. Term*  
 Campbell v. Campbell (E)  
 Ditto v. Ditto (F D, C) }  
 Kirkwall v. Flight (E, F D)  
 Cooper v. Emery (E)  
 Roberts v. Corp. of Carnarvon  
 Fisher v. Great Western Rail-  
 way Company  
 Attorney-Gen. v. Baines  
 Birch v. Joy (E 2 sets Ptn)  
 Attorney-Gen. v. Cooper  
 Farmer v. Farmer *after T. T.*  
 Scott v. Pascall  
 Seagar v. Smith }  
 Meux v. Smith }  
 Att.-Gen. v. Mayor of Bristol  
 Wade v. Russell (Ptn)  
 White v. Husband  
 Minor v. Minor  
 Lord Muncaster v. Lady Mun-  
 caster  
 White v. Hunt  
 Carr v. Collins (F D, C)  
 Hemingway v. Fernandez  
 Blythe v. Granville  
 Yeld v. Simpson  
 Wallace v. Nickson  
 Strother v. Dutton  
 Primrose v. Barker (F D, C)  
 Branch v. Primrose (F D, C)  
 Bedingfield v. Christian

Cutts v. Thody (at deft. req.)  
 Merriken v. Bland (F D, C)  
 Brayfield v. Meredith  
 Taylor v. Hinde  
 Davenport v. Coltman (equity  
 resumed and costs)  
 Pascall v. Scott  
 Christian v. Taylor (E as to  
 insuf.)  
 Collett v. Collett  
 New CAUSES.  
 Burn v. Vaux  
 Williams v. Newton  
 Slade v. Parr  
 Bousfield v. Long  
 Evans v. Jones  
 Bernard v. Sutton  
 Kuse v. Lawson  
 Salisbury v. King  
 Story v. Fry  
 Thompson v. Spriggs  
 Turner v. White  
 Abraham v. Newcombe  
 Elwin v. Williams  
 Cobb v. Edwards  
 Shackell v. How  
 Att.-Gen. v. Hughes  
 Solomon v. Solomon  
 Garratt v. Cockerell  
 Elliottson v. Knowles  
 Hinge v. Hinge  
 Maxwell v. Longmore  
 Morison v. Morison  
 Smith v. Harrison (Motion)  
*April 19*  
 Cooper v. Wicks  
 South v. Williams SA  
 Burton v. Cox

Hardouin v. Capel SA  
 Woodford v. Partridge (F D,  
 Ptn) S O  
 Henderson v. Hunter  
 Hitch v. Leworthy (F D, C)  
 S O  
 Atkinson v. Fancourt  
 Edwards v. Meyrick *after T.*  
 Bower v. Cooper  
 Harvey v. Bonsfield (pt. heard)  
 Beasley v. Kenyon  
 Cooke v. Fryer  
 Meek v. Kettlewell  
 Villebois v. Ward (3 ptns.)  
 Smith v. Palmer  
 Havard v. Price } *After Term*  
 West v. Price }  
 Weymouth v. Lambert  
 Morgan v. Davies

Hughes v. Eades  
 Waddilove v. Taylor  
 Bartlett v. Hughes (F D, C)  
 Massey v. Moss } (F D, C)  
 Ditto v. Cope }  
 Miles v. Lucombe (F D, C)  
 Hall v. Gregory (at deft. req.)  
 New CAUSES.  
 Green v. Harvey  
 Spencer v. Banks  
 Guither v. Allen  
 Johnson v. Johnson  
 Forster v. Smith  
 Morgan v. Ryley  
 Mills v. Boyd  
 Weatherby v. St. Georgia  
 Lilly v. Hey SA  
 Nicklen v. Patten  
 Thompson v. Derham

### Rolls Court.

Plas and Demurrers.	Cases.	Further Directions and Costs.	Further Directions and Receptions.	Receptions.	Total.
1	121	44	5	16	187
11	64	31	3	0	109
0	4	1	0	0	5
12	189	76	8	16	301
0	33	21	0	0	54
9	20	14	0	4	47
1	5	0	1	2	9
0	71	24	5	5	105
0	4	1	0	0	5
10	133	60	6	11	220
2	56	16	2	5	81
0	11	5	1	1	18
2	67	21	3	6	99

### Before the Vice-Chancellor KNIGHT BRUCE.

Christison v. Mayor &c. of  
 Berwick (E 2 sets) S O  
 Higgins v. Higgins S O  
 Milbank v. Stevens S O  
 Cort v. Winder S O  
 Bastin v. Bastin S O  
 Attorney-Gen. v. Elcox S O  
 Sloper v. Sloper S O  
 Hooker v. Brettal S O  
 Griffin v. Williams  
 Allen v. Wadley  
 Cottingham v. Stapleton (E)  
 Mason v. Franking S O  
 Wardle v. Hargreaves S O  
 Fuller v. Woods S O  
 Gawn v. Gawn S O  
 Colby v. Scotchmer S O  
 Moore (pauper) v. Dearden  
*7th C D*  
 Dean v. Hall *Trin. Term*  
 Stevens v. Newberry S O  
 Collins v. Johnson (F D, C)  
*Trin. Term*  
 Norton v. Pritchard S O  
 Froste v. Hamilton *May 2*  
 Thorpe v. Gartside (F D, C)  
 Peto v. Grissell (F D, C)  
 Causes transferred from the  
 V. C. of England.  
 Bartlett v. Green  
 Shepperdson v. Tower (F D, C)

Turner v. Merryweather  
 Pidgley v. Rawling  
 Dent v. Dent (rehearing)  
 Rider v. Jones } (on Master's  
 Ditto v. Sturges } report  
 Conduit v. Soane } (E 2 sets)  
 Ditto v. Preston }  
 Brydges v. Brydges  
 Therry v. Henderson  
 Kay v. Peile (F D, C)  
 Silver v. Bousfield (F D, C)  
 Symons v. James (E)  
 Barker v. Raitton  
 Young v. Martin  
 Quinlan v. Quinlan  
 Tate v. Woodall (F D, C)  
 Graves v. Graves (F D, C)  
 Waters v. Waters (F D, C)  
 Armytage v. Armytage (F D,  
 C)  
 Rose v. Clarke } (E)  
 Ditto v. Ditto } (F D)  
 Dodd v. Wake (F D, C)  
 Lewis v. Tucker (F D, C)  
 Symons v. Symons (F D, C)  
 New CAUSES.  
 Hosking v. Nicholls  
 Carpenter v. Creswell  
 Thornbury v. Bevil  
 Meredew v. Turner  
 Peto v. French

### Before the Vice-Chancellor WIGRAM.

Lewis v. Adams (Exch.) S O  
 Earl of Egremont v. Young  
 Lloyd v. Mason (F D, C) S O  
 Fredricks v. Wilkins (F D, C)  
 S O  
 Hutchings v. Batson S O

Moody (pauper) v. Hebbard  
 (part heard) S O  
 Mattalieu v. Miller }  
 Miller v. Mattalieu }  
 Egginton v. Burton S O  
 Little v. Baker S O

### ABSTRACT OF BUSINESS IN THE ROLLS COURT,

FROM HILARY TERM TO APRIL 6, 1842, INCLUSIVE.

Standing in the printed Book for Hearing at the Commencement of Hil. Term, 1842  
 Matters set down after the Printing of the Book for Hilary Term and up to  
 the Close of the Sittings (1842) .....  
 Matters in Consent Book .....  
 Total .....  
 Heard and disposed of, or removed from the General Paper—  
 As Short Causes .....  
 In the Regular Paper .....  
 Struck out, as abated or compromised, or for some other reason  
 Transferred to the Book of Causes of the Lord Chancellor,  
 after deducting those that have been re-transferred .....  
 Matters in Consent Book .....  
 Total .....  
 Balance undisposed of as above .....  
 Matters adjourned at the Request of Parties as their regular time for Hearing arrived .....  
 Total now for Hearing.....

### JUDGMENTS.

Dean and Chapter of Ely v.  
 Bliss (Pl)  
 Willats v. Busby }  
 Ditto v. Merceron } (Cause)  
 Langton v. Horton (Cause)  
 Ashton v. M'Dougall (Cause)

Richardson v. Horton (Motion)  
 PLEAS AND DEMURRERS.  
 Lutwidge v. Raikes (D of de-  
 fendants T. and R. Raikes)  
 Lutwidge v. Raikes (D of de-  
 fendant Ann Raikes)

## CAUSES.

*Adjourned at the request of Parties till after 1st day of Cases in Easter Term.*

Sackmore v. Dimes Come on with Supplemental Cause  
 Millar v. Craig After Term  
 Warwick v. Richardson } (E)  
 Clarke v. Sewell } To prepare case

Western v. Williams (F D, C) Mich. Term

Wilson v. Mead Mich. Term  
 James v. James Mich. Term  
 Hodge v. Beaworthy } (F D, C, Ptn, part heard) Mich. Term

Jackson v. Jackson Mich. T. Trinity  
 Rutter v. Mariott } Term  
 Ditto v. Edden }  
 Clum v. Crofts } (F D, C, sup. Crofts v. Davy } suit) S O

Lane v. Hardwicke Last day after Trin. Term

Lamsden v. Morison Trin. Term  
 Wyatt v. Sharratt Mich. Term  
 Leavens v. Edmondson } (E, D, C, part heard) Until revived

Att.-Gen. v. Pretymann, St. John's Hospital Mich. T.

Humble v. Humble } (F D, C, Trin. Term)  
 Ditto v. Ditto }  
 Ditto v. Scarborough }  
 Ditto v. Johnson }  
 Ditto v. Brandling }  
 Ditto v. Humble }  
 Ditto v. Ditto }  
 Johnson v. Todd } (F D, C, Ptn)  
 Ditto v. Ditto }  
 Ditto v. Ditto } Mich. T.  
 Whitway v. Williams (P C) Answer filed

*Adjourned at the request of Parties till the 1st day of Cases in Easter Term.*

Thomson v. Moses } (F D, C, Suppl. Suit)  
 Ditto v. Ditto }

Page v. Broom } (E)  
 Ditto v. Page }  
 Ditto v. Harris }  
 Ditto v. Edwards }  
 Ditto v. Ganderton }  
 Beckett v. Thornton }  
 Beckett v. Swaine }

Hurcastle v. Cooper  
 Attorney-Gen. v. Lewis  
 Attorney-Gen. v. Merchants' Venturers Society

Attorney-Gen. v. Goodchild  
 Attorney-Gen. v. Drapers' Company

Attorney-Gen. v. Bayly  
 Shalcross v. Wright  
 Townley v. Deare

Cotham v. West (E)  
 Artis v. Artis  
 Hemmingson v. Gylby

Attorney-Gen. v. Corporation of Newcastle-upon-Tyne  
 Strickland v. Strickland } 22d Ap.  
 Ditto v. Ditto }

Wood v. Pattison  
 Att.-Gen. v. Wilson  
 Bonnor v. Bonnor

*Causes set down since last printed List to the 6th April, 1842.*

Hamlyn v. White } (F D, C)  
 Ditto v. Ditto }

Richardson v. Horton } (E 3 acts)  
 Ditto v. Taylor }  
 Ditto v. Earl Derby }

Evans v. Brown  
 Brown v. Keating April 29

Evans v. Williams  
 Armstrong v. Hives } (F D, C)  
 Armstrong v. Somerville }

Ditto v. Clark  
 Arbuthnot v. Adams  
 Clark v. Yonge }

Yonge v. Ditto  
 Reedhead v. Wells  
 Leigh v. Leigh

Greet v. Greet (F D, C)  
 Freeman v. Day (F D, C)  
 Attorney-Gen. v. Potter (E)

Robinson v. Wood } (F D, C)  
 Ditto v. Ditto }  
 Ditto v. Spearman }

Rowland v. Lomax (F D, C)  
 Naah v. Morley  
 Harvey v. Harvey (F D, C)

Trezevant v. Fraser } (F D, C)  
 Trezevant v. Mortimer }  
 Ditto v. Aitken }

Sidebotham v. Barrington (F D, C)  
 March v. Att.-Gen.

Ditto v. Ditto } (E defts. F D, C)  
 Ditto v. Ditto }  
 Ditto v. Ditto }

Green v. Badley } (F D, C)  
 Ditto v. Thompson }  
 Joner v. Thompson } (F D, C)

Ditto v. Ditto }  
 Hutton v. Mascall } (F D, C)  
 Monypenny v. Ditto }  
 Barber v. Hollington (F D, C)

Richards v. Porter } (F D, C)  
 Greenslade v. Ditto }  
 Ditto v. Ditto }

Attorney-Gen. v. Birch (E)  
 Dalton v. Bellamy } (F D, C)  
 Girdlestone v. Knight }

Dean v. Long  
 Ditto v. Hewett } (F D, C)  
 Ditto v. Clarke }

Att.-Gen. v. Earl Talbot } (C)  
 Ditto v. Mayor of Stafford }  
 Ditto v. Temple }

Ditto v. Norman }  
 Bourne v. Bourne  
 Attorney-Gen. v. Bosanquet

(at defendant's request)  
 Idle v. Shelden (at def. req.)  
 Hughes v. Eades

Holland v. Baker  
 Crockett v. Perry  
 Evanson v. Dawes

Bouverie v. Milner  
 Deare v. Elwyn (at def. req.)  
 Frampton v. Hugo

Langton v. Horton  
 Beadman v. Beadman  
 Sheppard v. Cuttill

Sayers v. Lacon  
 Rhodes v. Rosser  
 Cowie v. Hodgson

Swaffield v. Nelson  
 Gibbon v. Kearns  
 Beatson v. Nicholson

Ward v. Inchley  
 Smith v. Beasley  
 Hall v. Palmer

Westwood v. Tuckwell

Platt v. Platt  
 Hawkins v. Hawkins  
 Att.-Gen. v. Mayor of Totness  
 Mourilyan v. Sturges

Gresley v. Lord Chesterfield  
 Wolfe v. Findlay  
 Baker v. Garey  
 Richards v. Bothamley SA

## Court of Common Pleas.

## ENLARGED RULES.

To 1st Day.  
 Wynne v. Wynne & Ux.  
 To 2nd Day.  
 Newton v. Harland  
 To 5th Day.  
 Claridge v. M'Kenzie  
 To 6th Day.  
 Gibson v. Brand

Same v. Same  
 Smith v. Price  
 To 8th Day.  
 Watt v. Cobb  
 To 9th Day.  
 Cobbald v. Chilver  
 Generally.  
 In re Inman

## NEW TRIALS.

MICH. TERM, 1841.

Cassidy v. Kent  
 Learmouth v. Lamb  
 M'Laughlin v. Pryor  
 Bell v. Gardiner  
 Callander v. Dittrich  
 Theilheimer v. Colebatch  
 \*Gibson v. Muskett  
 \*Branker v. Molyneux

Clark v. Swansea Waterworks Company

Dukes v. Porter  
 Lane v. Passenger  
 White v. Nicholson  
 Cottam v. Partridge  
 Crawshaw v. Thompson  
 Tugman v. Hopkins  
 Harrison v. Heathorne  
 Same v. Same  
 Same v. Same  
 Borrodale v. Hunter  
 Clegg v. Henderson

HILARY TERM, 1842.

Tucker v. Inman  
 Bulmer v. Gilman

*Those marked \* are Country Causes; the rest are Town Causes.*

## DEMURRER PAPER.

Wednesday, April 20.

Gimson v. Fell  
 Gledstanes v. Earl Sandwich  
 Sturtevant v. Ford  
 Sanderson v. Collman  
 Lloyd v. Same  
 Bradbee v. Christ's Hospital  
 Same v. Same  
 Arnold v. Mayor of Poole  
 Foulkes v. Scarfe  
 Scott v. Chappelow  
 Same v. Handiside  
 Same v. Taylor  
 Fishmongers' Co. v. Robertson  
 Same v. Booth  
 Same v. Staines

Albon v. Pyke  
 Kennard v. Knott  
 Freeman v. Curtis  
 Howarth v. Tollemache  
 Morrison v. Trenchard  
 Rowcliffe v. Cliffe  
 Siggers v. Stephen

*The other Special Argument Days in this Term are—*

Friday, April 22.

Monday, April 25.

Friday, April 29.

and

Monday, May 2.

## CUR. ADV. VULT.

Bonsi v. Stuart  
 Same v. Same  
 Aylesbury Railway Company v. Mount  
 Collyer v. Stennett

Alexander v. Burchfield  
 Bartholomew v. Carter  
 Belcher v. Capper  
 Skinner v. Lambert  
 Crane v. Price

## EQUITY SITTINGS, EASTER TERM, 1842.

## Court of Chancery.

*Before the LORD CHANCELLOR, at Westminster.*

Friday .... April 15 Appeal Motions.  
 Saturday ..... 16 Ditto and Appeals.  
 Monday ..... 18 Petition Day.  
 Tuesday ..... 19 } Appeals.  
 Wednesday ..... 20 }  
 Thursday ..... 21 Appeal Motions.  
 Friday ..... 22 }  
 Saturday ..... 23 } Appeals.  
 Monday ..... 25 }  
 Tuesday ..... 26 }  
 Wednesday .... 27 }  
 Thursday ..... 28 Appeal Motions.

Friday .....	29	} Appeals.	
Saturday .....	30		
Monday ....	May 2		
Tuesday .....	3		
Wednesday .....	4		
Thursday .....	5	} Appeal Motions.	
Friday .....	6		
Saturday .....	7	} Appeals.	
Monday .....	9		
Monday .....	9	} Appeal Motions and Appeals.	

Such days as his Lordship is occupied in the House of Lords excepted.

### Vice-Chancellors' Courts.

*Before the VICE-CHANCELLOR OF ENGLAND at Westminster.*

Friday ....	April 15	Motions.
Saturday .....	16	Ditto.
Monday .....	18	Petitions.
Tuesday .....	19	} Remaining Petitions and Causes.
Wednesday .....	20	
Thursday .....	21	Motions.
Friday .....	22	} Unopposed Petitions, Short Causes, and General Paper.
Saturday .....	23	
Monday .....	25	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	26	
Wednesday .....	27	} Motions.
Thursday .....	28	
Friday .....	29	} Unopposed Petitions, Short Causes, and General Paper.
Saturday .....	30	
Monday ....	May 2	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	3	
Wednesday .....	4	} Motions.
Thursday .....	5	
Friday .....	6	} Unopposed Petitions, Short Causes, and General Paper.
Saturday .....	7	
Monday .....	9	} Causes, Exceptions, and Further Directions.
Saturday .....	7	
Monday .....	9	Motions.

*Before VICE-CHANCELLOR KNIGHT BRUCE, at Westminster.*

Friday ....	April 15	Motions.
Saturday .....	16	} Causes, Exceptions, and Further Directions.
Monday .....	18	
Tuesday .....	19	} Petitions and Ditto.
Wednesday .....	20	
Thursday .....	21	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday .....	22	
Saturday .....	23	} Causes, Exceptions, and Further Directions.
Monday .....	25	
Tuesday .....	26	} Unopposed Petitions, Short Causes, and Ditto.
Wednesday .....	27	
Thursday .....	28	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday .....	29	
Saturday .....	30	} Motions and Ditto.
Monday ....	May 2	
Tuesday .....	3	} Causes, Exceptions, and Further Directions.
Wednesday .....	4	
Thursday .....	5	} Motions and Ditto.
Friday .....	6	
Saturday .....	7	} Causes, Exceptions, and Further Directions.
Monday .....	9	
Monday .....	9	Motions and Ditto.

*Before VICE-CHANCELLOR WIGRAM, at Westminster.*

Friday ....	April 15	Motions.
Saturday .....	16	} Causes, Exceptions, and Further Directions.
Monday .....	18	
Tuesday .....	19	} Petitions and Ditto.
Wednesday .....	20	
Wednesday .....	20	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	20	

Thursday .....	21	Motions and Ditto.
Friday .....	22	{ Causes, Exceptions, and Further Directions.
Saturday .....	23	
Monday .....	25	{ Unopposed Petitions, Short Causes, and Ditto.
Tuesday .....	26	
Wednesday .....	27	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	28	
Friday .....	29	{ Motions and Ditto.
Saturday .....	30	
Monday .... May 2		{ Causes, Exceptions, and Further Directions.
Tuesday .....	3	
Wednesday .....	4	{ Unopposed Petitions, Short Causes, and Ditto.
Thursday .....	5	
Friday .....	6	{ Motions and Ditto.
Saturday .....	7	
Monday .....	9	{ Causes, Exceptions, and Further Directions.
		{ Unopposed Petitions, Short Causes, and Ditto.
		{ Motions and Ditto.

### COMMON LAW SITTINGS, EASTER TERM.

#### Court of Queen's Bench.

*In Term.*

MIDDLESEX.	LONDON.
Saturday .....	April 16
Wednesday .....	20
Friday .....	May 6
Tuesday .....	May 10
Saturday .....	May 7
Wednesday .....	May 11

(to adjourn only).  
The court will sit at eleven o'clock in term in Middlesex; at twelve in London; and in both at half-past nine after term. Long causes will be postponed from the 16th and 20th April to the 10th May; and all other causes on the lists for the 16th and 20th April, will be taken from day to day until they are tried. Un defended causes only will be taken on the 6th May. Short defended as well as undefended causes entered for the sitting on the 7th May, will be tried on that day, if the plaintiffs wish it, unless there be a satisfactory affidavit of merits. Causes standing over with judgment of the term in Middlesex, will be taken on the 10th May. Until the Vacation Chambers business is finished, before the Lord Chief Justice, causes will be entered by the marshal.

#### Court of Common Pleas.

*In Term.*

MIDDLESEX.	LONDON.
Wednesday .....	April 20
Monday .....	25
Monday .....	May 2
Tuesday .....	May 10
Wednesday .....	May 11

The court will sit at ten o'clock in the forenoon on each of the days in term, and at half-past nine precisely on each of the days after term.—The causes in the list for each of the above sitting days in term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.—On Wednesday, the 11th May, in London, no causes will be tried, but the court will adjourn to a future day.

#### Exchequer of Pleas.

*In Term.*

MIDDLESEX.	LONDON.
1st sitting ..	Saturday April 16
2nd sitting ..	Monday May 2
3rd sitting ..	Thursday May 5
Tuesday .....	May 10
Wednesday .....	May 11

(To adjourn only).  
The court will sit at ten o'clock in term.—The sittings in Middlesex will be continued from day to day, by adjournment, until the causes entered for those sittings respectively are disposed of.

## London Gazette.

TUESDAY, APRIL 12.

## BANKRUPTS.

**EDMUND ALLGOOD DICKINSON**, Pall-mall, money-scriver and boarding-house-keeper, April 18 at 1, and May 24 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sol. Pocock & Co., Bartholomew-close.—Fiat dated April 7.

**JOHN DAWSON**, Tadeley, and **WILLIAM DAWSON**, Tonbridge, Kent, contractors and builders, April 25 at 2, and May 24 at 12, Court of Bankruptcy: Off. Ass. Turquand; Sols. Jennings & Co., and Stevenson, jun., Hanley, Staffordshire.—Fiat dated March 26.

**WILLIAM PAYNE**, Hand-court, Holborn, victualler, April 19 at 12, and May 24 at 11, Court of Bankruptcy: Off. Ass. Laxington; Sol. Abrahams, 4, Lincoln's-inn-fields.—Fiat dated April 9.

**HENRY TILL**, Moulham, Essex, draper, April 20 at 1, and May 24 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Ashurst, 137, Cheapside.—Fiat dated April 9.

**ROBERT STRINGER**, Great Yarmouth, Norfolk, wine and spirit-merchant and ale and porter-dealer, April 23 and May 24 at 12, Feathers Inn, Great Yarmouth: Sols. Sayers, Great Yarmouth; Storey, 5, Field-court, Gray's-inn.—Fiat dated April 2.

**HENRY EDLIN**, Gloucester Hotel, Brighton, Sussex, hotel and tavern-keeper, April 25 and May 24 at 12, Town-hall, Brighton: Sols. King & Attwaters, 27, Queen-st., Cheapside.—Fiat dated April 5.

**THOMAS SMITH** and **THOMAS TAYLOR**, St. Helen, Worcester, retailers of boots and shoes, April 27 and May 24 at 11, Foley's, Worcester: Sols. Foley, Worcester; Flower & Visard, 61, Lincoln's-inn-fields.—Fiat dated April 5.

**JOHN PICKERING**, Loughborough, Leicestershire, wine and spirit-merchant, April 22 and May 24 at 11, King's Head Inn, Loughborough: Sols. Hucknall, Loughborough; Emmet & Allen, 14, Bloomsbury-square.—Fiat dated March 29.

**RICHARD NUTH**, Frome Selwood, Somersetshire, maltster, April 18 and May 24 at 12, George Inn, Frome Selwood: Sols. Miller, Frome Selwood; Frampton, 2, South-square, Gray's-inn.—Fiat dated March 30.

**EDWARD MINTY**, Warminster, Wiltshire, maltster and corn-dealer, April 18 and May 24 at 10, Bath Arms Inn, Warminster: Sols. Chapman, Warminster; Holme & Co., 10, New-inn.—Fiat dated April 4.

**JAMES CHALONER**, Chester, currier and leather-seller, April 27 and May 24 at 12, Maddock's, Chester: Sols. Maddock, Chester; Philpot & Son, 3, Southampton-st., Bloomsbury.—Fiat dated March 22.

**RICHARD DRANSFIELD** and **GEORGE DRANSFIELD**, Lees, near Oldham, Lancashire, cotton-spinners, April 25 and May 24 at 2, Commissioners'-rooms, Manchester: Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, 3, Elm-court, Middle-temple.—Fiat dated April 5.

**JOHN BUCKTON**, Darlington, Durham, grocer and spirit-merchant, April 28 and May 24 at 11, Brodie's, Darlington: Sols. Mewburn & Hutchinson, Darlington; Mewburn, 9, Great Winchester-street.—Fiat dated March 12.

**WILLIAM HALLIDAY**, Liverpool, innkeeper, April 25 and May 24 at 1, Clarendon-rooms, Liverpool: Sols. Wason, Liverpool; Milne & Co., Temple.—Fiat dated April 7.

**DAVID COOK**, Liverpool, rope-maker and ship-chandler, April 25 and May 24 at 1, Clarendon-rooms, Liverpool: Sols. Knapper & Woolright, Liverpool; Armstrong, 8, Staple-inn.—Fiat dated April 7.

**JAMES NUTTER** and **WILLIAM ELLISTON**, Cambridge, brewers, April 26 at 11, and May 24 at 1, Red Lion Inn, Petty Cury, Cambridge: Sols. Adcock, Cambridge; Ashurst, 137, Cheapside.—Fiat dated March 26.

## MEETINGS.

*John Saunders, James Fanner, and Thomas H. Saunders*, Basinghall-street, London, and Bradford, Wiltshire, woollen-manufacturers, April 23 at half-past 11, Court of Bankruptcy, p. d.—*John Hooper*, Upper-Thames-st., City of London, and Grove-hill-terrace, Grove-lane, Camberwell, Surrey, cheese-factor, April 29 at half-past 11, Court of Bankruptcy, p. d.—

*Benj. Parker*, Hampstead, grocer, April 29 at 12, Court of Bankruptcy, ch. ass.—*John Harper*, Monmouth Cap, Langus, Monmouthshire, innkeeper, May 7 at 12, F. L. & C. Bodenham's, Hereford, ch. ass.—*John Sanders*, Manor-pl., King's-road, Chelsea, baker, April 26 at 1, Court of Bankruptcy, last ex.—*Edmund Manning* and *Cornelius Chas. Manning*, High-st., Aldgate, drapers, April 29 at 2, Court of Bankruptcy, last ex.—*Lewis Munn*, Solesbridge, Rickmansworth, Hertfordshire, paper-manufacturer, April 26 at 11, Court of Bankruptcy, last ex.—*Newton Emmerson*, Bishop Auckland, Durham, draper, May 2 at 11, Harrison's, Barnard Castle, last ex.—*Charles Gatehouse*, Chichester, brewer, May 3 at 1, Dolphin Hotel, Chichester, last ex.—*John Griffiths*, Quadrant, Regent-st., milliner, May 5 at 12, Court of Bankruptcy, and ac.—*Hen. D. Rushbury*, Fitzroy-place, Southwark-bridge-rd., money-scriver, May 5 at 12, Court of Bankruptcy, and ac.—*Thos. Hen. Ford*, Rochford, Essex, victualler, May 4 at 11, Court of Bankruptcy, and ac.—*Jos. Wrigley*, Knowl, Saddleworth, Yorkshire, woollen-cloth-merchant, May 4 at 2, George Hotel, Huddersfield, and ac.—*Ed. Evans* and *Andrew Evans*, Birmingham, painters, May 6 at 11, Waterloo-rooms, Birmingham, and ac.—*Stephen Winn Harrison*, Bristol, builder, May 3 at 1, Commercial-rooms, Bristol, and ac.—*Thomas Wilson*, Kingston-upon-Hull, joiner, May 3 at 11, George Inn, Kingston-upon-Hull, and ac.—*John Lloyd* and *Wm. Lloyd*, Atherstone, Warwickshire, builders, May 6 at 12, Red Lion Inn, Atherstone, and ac.; at 1, div.—*John Fisher* and *Elizabeth Fisher*, Wigan, Lancashire, wine-merchants, May 5 at 1, Clarendon-rooms, Liverpool, and ac.—*John Amory Boden*, Sheffield, razor manufacturer, May 4 at 12, Town-hall, Sheffield, and ac.—*Thomas Bryan*, Leamington Priors, Warwickshire, hotel proprietor, May 4 at 12, Lansdowne Hotel, Leamington Priors, and ac.—*John Luscombe*, Plymouth and Stonehouse, Devonshire, maltster, May 3 at 10, Royal Hotel, Plymouth, and ac.—*Wm. Watkin*, jun., Leamington Priors, wharfinger, May 4 at 12, Lansdowne Hotel, Leamington Priors, and ac.—*Rob. J. Makins*, Blanford-st., Manchester-seq., grocer, May 6 at 12, Court of Bankruptcy, div.—*Jas. E. Saunders*, jun., Upper Thames-st., fish factor, May 4 at 12, Court of Bankruptcy, div.—*Edward Whitmore*, *John Wells*, *J. Wells*, jun., and *Fred. Whitmore*, Lombard-st., bankers, May 5 at 1, Court of Bankruptcy, fin. div. joint and sep. est.—*Rich. Riley*, Wellesbourne, Hastings, Warwickshire, corn dealer, May 5 at half-past 11, Shakspeare Hotel, Stratford-on-Avon, and ac.; at half-past 12, div.—*J. King*, Bristol, dealer in ships' stores, May 10 at 11, Commercial-rooms, Bristol, and ac.; May 13 at 11, div.—*John Power*, sen., and *John Power*, jun., Atherstone, Warwickshire, hat manufacturers, May 6 at 12, Red Lion Inn, Atherstone, and ac.; at 1, fin. div. sep. est. of *J. Power*, sen.—*W. Thompson*, Monk Wearmouth Shore, Durham, ship builder, May 3 at 11, Horner's Commercial Hotel, Sunderland, and ac.; at 12, div.—*Jas. Gray*, sen., Manchester, paper manufacturer, May 4 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, and ac.—*B. Murgatroyd*, Bradford, Yorkshire, worsted spinner, May 16 at 11, Court-house, Bradford, and ac.; at 12, fin. div.—*J. Rawlings*, Gloucester, innkeeper, May 2 at 1, Washbourn, Gloucester, and ac.; at 3, div.—*Jos. Bonner* and *C. Gibbons*, Thame, Oxfordshire, furniture brokers, May 16 at 12, Town-hall, Oxford, and ac.; at one, div. sep. est. of *Jos. Bonner*.—*R. Johnson*, Newcastle-upon-Tyne, builder, May 4 at 12, Bankrupt Commission-rooms, Newcastle-upon-Tyne, div.—*Geo. Green*, Kilnhurst Pottery, near Rotherham, Yorkshire, earthenware manufacturer, May 4 at 11, Town-hall, Sheffield, div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before May 3.*

*Jas. Linnemann*, Liverpool, merchant.—*Hen. Gouger*, Gt. Winchester-st., merchant.—*Richard Edgell*, New Inn, near Rownham-ferry, Long Ashton, Somersetshire, innkeeper.—*J. Bonner*, Thame, Oxfordshire, furniture broker.—*Fred. Jones*, City-road, draper.

## FIAT ENLARGED.

*Jos. Dakeyne*, Edinburgh, lace dealer.

## FIAT ANNULLED.

*John Lewis*, Hockley Colliery, Sedgley, Staffordshire, coal master.

## SCOTCH SEQUESTRATIONS.

*Archibald M'Phedran*, Greenock, cooper.—*Alex. Brown*, Glasgow, ironmonger.—*Rob. Dunnean* and *Co.*, Greenock, ship

builders.—*Jas. Campbell*, deceased, Lettoch, Ross-shire, ship owner.—*Miller and Webster*, Glasgow, machine makers.

### INSOLVENT DEBTORS.

*Saturday, April 9, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*John Henin*, Broadway, Deptford, Kent, tobacconist, No. 52,681 T.; *Mich. Cappel*, assignee.—*Geo. Whitaker*, Cambridge, clothes cleaner, No. 58,284 C.; *John Simmons* and *H. Washbourne*, assignees.—*Chas. Carpenter*, Worthing, Sussex, dissenting minister, No. 59,066 C.; *Thomas Page* and *Denis Murphy*, assignees.—*W. Escott*, King's Brompton, Somerset, blacksmith, No. 58,381 C.; *Wm. W. Snell* and *Henry Cross*, assignees.—*John Harris*, Old Gloucester-st., Hoxton, cabinet maker, No. 52,704 T.; *Jas. Howell*, assignee.—*Hugh James*, Windsor Castle, City-road, master mariner, No. 52,586 T.; *C. Heard*, assignee.—*Jas. Turner*, Chorley-moor, near Chorley, Lancashire, coal miner, No. 58,767 C.; *John Hodgkinson*, assignee.—*Thos. Jubb*, Staley-bridge, Chester, retail dealer in ale, No. 59,096 C.; *John Bottomley* and *Hanson Ormerod*, assignees.—*John Martin*, Devonport, tailor, No. 58,322 C.; *Jos. Nicholson* and *Wm. Martin*, assignees.—*Dennis Hickey*, Abchurch-lane, Lombard-street, tailor, No. 52,340 T.; *John Fergusson*, assignee.—*Thos. Booth*, Stockport, Chester, tailor, No. 59,138 C.; *Rich. Nash*, assignee.—*William Wareham*, Stockport, Chester, in no business, No. 59,001 C.; *Sam. John Bennett*, assignee.—*Fred. F. A. Steele*, Stapleton, near Bristol, Gloucestershire, solicitor, No. 58,279 C.; *Robert James*, assignee.—*Edw. Charlton*, Maidstone, Kent, out of business, No. 58,363 C.; *Douglas Moodie*, assignee.—*John Edwards*, Liverpool, contractor for excavating, No. 58,902 C.; *J. Baird*, assignee.—*William Coney*, Leckhampton, near Cheltenham, Gloucestershire, carpenter, No. 58,942 C.; *W. Powell*, assignee.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, May 3 at 9.*

*Rowl. Robbins*, Southampton-terrace, Southampton-street, Pentonville, newspaper agent.—*Phil. Cooper*, Blackmore-st., Clare-market, furniture broker.—*C. W. M. Arthur Reynolds*, Suffolk-place, Hackney-road, proprietor of the Teetotal newspaper.—*Wm. Ford*, Lower-road, Lambeth-butts, Lambeth, pill-box maker.—*Wm. Stevens*, John's-terrace, Rhodeswell, Stepney, out of business.—*Wm. Goodbody*, New-inn-yard, Shoreditch, cabinet maker.—*John A. Child*, Serle's-place, Carey-st., Lincoln's-inn-fields, law writer.—*Robert Broome*, Adam-st. West, Portman-sq., pastrycook.—*Thomas Green*, Skinner-st., Clerkenwell, working jeweller.—*Fred. Ince*, White Conduit-st., Islington, out of business.

*May 5, at the same hour and place.*

*Philip S. Scown*, King's-pl., Commercial-road East, first officer in her Majesty's Excise.—*Jas. Attfield*, Old Brentford, omnibus proprietor.—*J. Corbyn*, Royal Hospital, Greenwich, Kent, commander in the Royal Navy.—*John T. Chatfield*, Grove-st., Lisson-grove, out of business.—*F. Buck*, Patriot-square, Bethnal-green, out of business.—*Chas. Thos. Fisher*, North-st., Edgeware-road, commission agent.—*Pryce Jones*, Francis-st., Golden-square, commercial traveller.—*Josephine Charles*, Queen-st., Golden-sq., dancer at the Italian Opera-house.—*John Yardley*, Mount-place, Lewisham-lane, Kent, out of business.—*Hen. Rudd*, Wellington-street, Pentonville, harness maker.

### Adjourned.

*T. W. Snape*, Upper Manor-st., Chelsea, attorney at law.

### INSOLVENT DEBTOR'S DIVIDEND.

*Jos. John Fawcett*, Wormwood-st., City, baker, April 18, Penfold's, Mecklenburgh-sq.: 4s. 8½d. in the pound.

### MEETINGS.

*J. Harding*, April 19 at 11, Office of the Court, Portugal-st., pr. d.—*Wm. Escott*, King's Brompton, Somersetshire, blacksmith, April 26 at 11, Carter's, Exeter, sp. aff.—*Wm. Berrell*, April 29 at 4, Rising Sun Inn, Stony Stratford, Buckinghamshire, ch. ass. and sp. aff.—*B. J. Wood*, Nursery-row, Brandon-street, Locksfields, St. Mary, Newington, Surrey, labourer, April 27 at 4, Webb's, Blackfriars-road, sp. aff.

### FRIDAY, APRIL 15.

### DECLARATIONS OF INSOLVENCY.

*STEPHEN JOHN ALDRICH*, Manchester-buildings, Hol-loway, chemist and druggist.

*THOMAS NUTT*, Eastcheap, painter, plumber, glazier, and paper-hanger.

*WILLIAM HENRY WELLS*, Goldsworthy-place, St. Mary, Rotherhithe, Surrey, builder and bricklayer.

### BANKRUPTS.

*THOMAS BULL*, Minorics, grocer and provision-merchant, April 22 at 2, and May 27 at half-past 1, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Ashley, Lord Mayor's court-office.—Fiat dated April 14.

*WILLIAM STEWART*, Belfast, Antrim, Ireland, and Lodge-hill, City of London, muslin-manufacturer, May 3 and 27 at 12, Court of Bankruptcy: Off. Ass. Alsager; Sol. Loader, 32, Great James-street, Bedford-row.—Fiat dated April 12.

*CHARLES LONG*, Palace-row, New-road, glass-merchant, April 26 at 11, and May 27 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sol. Plews, 32, Bucklersbury.—Fiat dated April 13.

*ROBERT DUFFELL*, Bow-common, Middlesex, tar-distiller and lamp-contractor, April 25 at half-past 10, and May 27 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Ogle, 4, Great Winchester-st.—Fiat dated April 8.

*GEORGE BOOTH*, Princes-street, Lambeth, Surrey, lime-burner, April 26 and May 27 at 12, Court of Bankruptcy: Off. Ass. Turquand; Sol. Hodgson, 32, Broad-street-buildings.—Fiat dated April 12.

*WILLIAM HOOPER*, Reading, Berkshire, tobacco-manufacturer, April 26 at 1, and May 27 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sols. Adlington & Co., 1, Bedford-row.—Fiat dated April 9.

*MICHAEL WILLIS*, Egham, Surrey, stage-coach-proprietor, dealer in cattle and corn, April 26 at 2, and May 27 at 12, Court of Bankruptcy: Off. Ass. Groom; Sol. Meyrick, 4, Farnival's-inn, Holborn.—Fiat dated April 13.

*CHARLES CROOK*, George-yard, Long-acre, livery-stable-keeper, April 27 at 3, and May 24 at 1, Court of Bankruptcy: Off. Ass. Johnson; Sol. Cutler, Bell-yard, Doctor's-commons.—Fiat dated April 14.

*WILLIAM MORRISON*, Globe-street, Wapping, cooper and yeast and spirit-merchant, April 27 at 2, and May 24 at 12, Court of Bankruptcy: Off. Ass. Lackington; Sol. Weir, Cooper's-hall.—Fiat dated April 13.

*WILLIAM BURRELL*, Chingford, Essex, farmer and cattle-dealer, April 22 at 10, and May 27 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Fouldrimer, 22, College-hill.—Fiat dated April 11.

*JOHN ABBOTT*, Blackburn, Lancashire, cotton-manufacturer, May 6 at 11, and May 27 at 2, Town-hall, Preston: Sols. Neville & Co., Blackburn; Milne & Co., Temple.—Fiat dated March 22.

*JOHN HENSHALL*, Witton, near Northwich, Cheshire, ironmonger and pan-maker, April 28 and May 27 at 1, Crown Inn, Northwich: Sols. Heap & Battye, Huddersfield; Jacques & Co., 8, Ely-place.—Fiat dated April 2.

*GEORGE STOKES*, Old England Tavern, Bristol, innkeeper, April 26 and May 27 at 2, Commercial-rooms, Bristol: Sols. Miller, Frome Selwood, Somersetshire; Frampton, 2, South-sq., Gray's-inn.—Fiat dated April 5.

*THOMAS KEARSLEY*, Tyldesley, Lancashire, cotton spinner, April 29 at 3, and May 27 at 11, Commissioners'-rooms, Swan Inn, Bolton-le-Moors: Sols. Watkins & Langhaw, Bolton; Cuvelje & Co., 19, Southampton-buildings.—Fiat dated March 12.

*ISAAC HOOLEY*, Nottingham, miller and corn factor, April 23 at 11, and May 27 at 2, George the Fourth Inn, Nottingham: Sols. W. & S. Parsons, jun., Nottingham; Yallop, 8, Farnival's-inn.—Fiat dated April 8.

*JOHN SMITH*, Nottingham, joiner and cabinet maker, April 21 and May 27 at 11, George the Fourth Inn, Nottingham: Sols. Enfield & Sons, Nottingham; Cuvelje & Co., Southampton-buildings, Chancery-lane.—Fiat dated April 9.

*GEORGE STEPHENSON*, Beverley, Yorkshire, grocer and seedsman, April 27 and May 27 at 11, George Inn, Kingston-upon-Hall: Sols. Robinson, Beverley; Bridges & Mason, 23, Red Lion-sq.—Fiat dated March 21.

*MARY REDFERN*, *WILLIAM REDFERN*, and *JOEL REDFERN*, Birton House, Ecclesfield, Yorkshire, file-manufacturers, April 25 and May 27 at 12, Town-hall, Sheffield: Sols. Wilson & Younge, or Haywood & Bramley, Sheffield; Bigg, Southampton-buildings, Chancery-lane.—Fiat dated April 9.



**THOMAS THOMPSON and JOSEPH THOMPSON**, Newcastle-upon-Tyne, builders, May 9 at 11, and May 27 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Watson, Newcastle-upon-Tyne; Shield & Harwood, 26, Queen-st., Cheapside.—Fiat dated March 21.

**JOSEPH WALLWORTH and THOMAS WALLWORTH**, Manchester, corn, flour, and provision-dealers, May 2 and 27 at 2, Commissioners'-rooms, Manchester: Sols. Barratt, jun., Manchester; Bower & Back, 46, Chancery-lane.—Fiat dated April 12.

**GEORGE JOSEPH GREEN**, Birmingham, glass manufacturer, April 25 and May 27 at 12, Waterloo-rooms, Birmingham: Sols. Ingleby & Co., Birmingham; Chaplin, 3, Gray's-inn-square.—Fiat dated April 7.

**JOSHUA BIRD**, Coventry, fringe manufacturer, April 25 and May 27 at 12, Craven Arms Hotel, Coventry: Sols. Harrison, or Wheeler, Birmingham; Chaplin, 3, Gray's-inn-square.—Fiat dated April 13.

**CHARLES GOODMAN**, Northampton, cutler and tobacconist, April 26 and May 27 at 1, Stag's Head Inn, Northampton: Sols. Hall, Northampton; Weller, 8, King's-road, Bedford-row.—Fiat dated April 12.

**CHRISTOPHER O'REILLY**, Newport, Monmouthshire, timber and wood merchant, April 26 and May 27 at 11, King's Head Inn, Newport: Sols. Phillips, Newport; Hall, New Boswell-court, Lincoln's-inn.—Fiat dated April 5.

**JOHN PORTER**, Nantwich, Chester, tailor and draper, April 28 and May 27 at 2, Crown Inn, Northwich: Sols. Sals & Worthington, Manchester; R. M. & C. Baxter, 48, Lincoln's-inn-fields.—Fiat dated April 12.

**WILLIAM HOWORTH**, Swaffham, Norfolk, wine and liquor merchant, April 21 and May 27 at 12, Globe Inn, King's Lynn, Norfolk: Sols. Skipper, Norwich; Taylor, 18, Featherstone-buildings, Holborn.—Fiat dated March 12.

#### MEETINGS.

**Beaumont Marshall**, High Holborn, tallow melter, Court of Bankruptcy, pr. d.—*John Henry Cassell*, Mill-wall, Poplar, mpkha seller, May 6 at 12, Court of Bankruptcy, pr. d.—*D. Eberhart*, Sidgley, Staffordshire, dealer in iron, April 30 at 2, Waterloo-rooms, Birmingham, ch. ass.—*Wm. C. Betchelor*, Portsea, Southampton, grocer, April 18 at 4, Totterdell's Commercial Hotel, Portsea, ch. ass.—*John Hall and S. Vincent*, & May Aze, wholesale tea and coffee dealers, May 7 at half-past 12, Court of Bankruptcy, last ex. of *John Hall*.—*Henry Medley and Wm. Backhouse*, Leeds, oil merchants, May 3 at 2, Commissioners'-rooms, Leeds, last ex.—*J. David*, Langhorne, Carmarthenshire, maltster, May 10 at 11, Ivy Bush Hotel, last ex.—*John Lawther*, Newcastle-upon-Tyne, ship broker, May 23 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, last ex.—*Thos. Bartram*, Sevenoaks, Kent, linen draper, May 9 at 11, Court of Bankruptcy, aud. ac.: at half-past 11, div.—*Wm. Nicholls*, Adam's-mews, Edgeware-road, livery-stable keeper, May 9 at 1, Court of Bankruptcy, aud. ac.: at half-past 1, div.—*A. Strahan*, Friday-st., Cheapside, warehouseman, April 11 at 11, Court of Bankruptcy, aud. ac.—*W. B. Pontes*, chemist, May 7 at 12, Court of Bankruptcy, aud. ac. and div.—*J. Simpson*, Goswell-st., currier, May 7 at 11, Court of Bankruptcy, aud. ac. and div.—*J. Austin*, Broughton, Manchester and Hulme, coach-proprietor, May 18 at 1, Commissioners'-rooms, Manchester, aud. ac.: at 12, div.—*G. Nice*, jun., and *Luke Smalley*, Wigan, Lancashire, grocers, June 2 at 12, Swan Inn, Bolton-le-Moors, aud. ac.: at 1, fin. div.—*W. E. Winter*, Bristol, builder, May 6 at 12, Commercial-rooms, Bristol, aud. ac.—*J. A. Beaver*, Manchester, cotton spinner, May 7 at 3, Commissioners'-rooms, aud. ac.—*Thos. Harris*, East-st., Manchester-aq., baker, May 6 at half-past 11, Court of Bankruptcy, div.—*J. H. Barlow*, Change-alley, Cornhill, stock broker, May 6 at 12, Court of Bankruptcy, fin. div.—*H. Hays*, Regent-st., St. James, Westminster, engraver, May 6 at half-past 12, Court of Bankruptcy, fin. div.—*J. Campion* and *W. Campion*, Whitby, Yorkshire, ship builders, May 16 at 10, Angel Inn, Whitby, pr. d.: May 17 at 10, aud. ac.: at 11, div. joint est.: at 3, aud. ac.: at 4, div. sep. est. of *Wm. Campion*.—*Rob. Campion and John Campion*, Whitby, Yorkshire, bankers, May 16 at 4, Angel Inn, Whitby, pr. d. joint est.: May 17 at 11, aud. ac.: at 2, div. sep. est. of *J. Campion*; May 18 at 10 aud. ac.: at 11, div. joint est.: at 1, aud. ac.: at 2, div. sep. est. of *R. Campion*.—*Richard Halford*, *Wm. H. Baldock*, and *Osborn Smollens*, Canterbury, bankers, May 16 at 11, Guildhall, Canterbury, aud. ac.: at 12, div. sep. est. of *Rich. Halford*.—*John Peck*, sen., and *John Peck*, jun.,

EGREMENT, Cumberland, sail-cloth manufacturers, May 6 at 11, Black Lion Inn, Whitehaven, aud. ac.: at 12, fin. div.—*William Archer*, Measing, Essex, grocer, May 11 at 11, Castle Inn, All Saints, Colchester, aud. ac.: at 12, fin. div.—*Charles Smithies*, Bradford, Yorkshire, worsted spinner, May 16 at 1, Court-house, Bradford, aud. ac.: at 2, fin. div.—*J. V. Barber*, Walsall, Staffordshire, banker, May 11 at 11, George Hotel, Walsall, aud. ac.: at 12, joint sep. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before May 6.*  
*Joseph Thompson*, Sheffield, grocer.—*George Hudson*, St. Peter the Apostle, Isle of Thanet, Kent, victualler.—*William C. Bennett*, Whitechapel-road, omnibus proprietor.—*John Hutton*, Fenchurch-street, and Myddleton-sq., Clerkenwell, merchant.—*William Straker*, West Strand, bookseller.—*R. H. W. Drummond*, Rhodeswell-wharf, Mile-end, road-contractor.—*Jonas H. Robberds*, Norwich, paper maker.—*Thos. Burgon*, Walbrook-buildings, merchant.—*J. B. Davis*, Tottenham-court-road, ironmonger.—*R. G. Welford*, Strand, printer.—*Thomas J. Ashton*, Pall-mall, tailor.

#### FIATS ANNULLED.

*William Montag Short*, Fenchurch-street, sworn broker.

#### SCOTCH SEQUESTRATIONS.

*J. Wemyss*, Kirkcaldy, writer.—*S. B. Inglis, Esq.*, Manor-house, Inveresk.—*Wm. Hill*, Greenock, grain merchant.—*Chalmers and Smellie*, Carlisle, wood merchants.—*Robertson and Ewen*, Glasgow, wholesale druggists.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, May 6 at 9.*

*John James Howe*, Pollen-st., Maddox-st., Hanover-sq., Middlesex, out of business.—*Frederick Burghart*, Clifford-street, Bond-street, tailor.—*Charles Hogden*, Union-street, Friar-street, Blackfriars-road, Surrey, bricklayer.—*Richard K. Johnston*, Willow-cottage, North Brixton, Surrey, Clerk in the Prerogative-office, Doctors'-commons.—*Henry Chapman*, Keston, near Bromley, Kent, schoolmaster.—*Alex. Turner*, Sidmouth-place, Gray's-inn-road, Clerk in the Register-office of Merchants Seaman, Custom-house.—*Isaac Stacy*, Old Fish-street, Coffee-shop keeper.—*James Mucklow*, Lewisham, Kent, bricklayer.—*William Fairbanks*, Mary-le-bone-lane, Mary-le-bone, chandler shopkeeper.—*Wm. Taylor*, High-st., Wapping, nautical brasser.—*Richard Somersall*, Gracechurch-street, out of business.

*May 9, at the same hour and place.*

*J. Lynch*, Spitalfields-market, out of business.—*The Rev. Timothy Gibson*, Hampton-street, Walworth, Surrey, clerk.—*Stanfield Jackson*, Frederick-st., Edgeware-road, gentleman.—*William Eastwood*, sen., Harp-alley, Farringdon-st., steel-manufacturer.—*Geo. Iles Baker*, Oxford-street, professor of music.—*Wm. Wright*, Castle-place, Lower Norwood, Surrey, labourer.—*John Richards*, Winchester-place, near Lant-street, Southwark-bridge-road, paper-hanger.—*George Oughton*, Devonshire-street, Queen-square, bricklayer.—*H. Purdy*, Arundel-street, out of business.—*Henry P. Coyne*, Arundel-street, Strand, out of business.

#### MEETINGS.

*William Beach*, Stafford, May 30 at 12, Star Inn, Stafford, sp. aff.—*Samuel Bartley*, Llandefylog, Carmarthenshire, land surveyor, May 6 at 11, Coopers' Arms Inn, Carmarthen, sp. aff.

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R. G. LATHAM, A. M.,

Dean of the Faculty of Arts and Laws.

University College,  
London, April 14, 1842.

CHARLES C. ATKINSON,  
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## THE LAW LIST, 1842.

**THE PUBLISHERS** beg to inform Gentlemen of the Profession that there is an error in some copies of the Law List: A. RYLAND, Esq., being described as one of the Queen's Counsel, which Gentleman should not have been so described.

26 and 39, Bell-yard, Lincoln's-inn,  
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# The Jurist

No. 276.

LONDON, APRIL 23, 1842.

PRICE 1s.

\* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Vice-Chancellor Wigram's Court .....	E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, APRIL 23, 1842.

We are glad to see, that, in Committee, the 24th clause of the Copyright Bill is, for the present, withdrawn. That clause, it will be recollected, purported to give to the Courts of Equity and Law, on application by motion, in a summary way, supported by affidavit, power to make such orders for the issuing of an injunction, or for continuing and enforcing, or dissolving such injunction, "as according to the course and practice of each of such courts respectively can or may now be made in a suit regularly instituted." On this we took the liberty of observing, in a former page, (ante, p. 91), that, according to the course and practice of the Courts of Common Law, orders for injunctions never are made. In the discussion which took place in the House of Commons on this point, (see our Parliamentary Summary, p. 143), a learned member, himself the author of a work in which this subject is incidentally treated, asserted that the Judges of the Common Law have now power to grant injunctions, though he admitted that such power is not exercised. On turning to that learned member's work, we do not find, however, any mention of the fact that the Courts of Common Law possess such jurisdiction. But we do find in the supplement published by him in 1832†, the following passage (p. 68):—"The proceedings in Equity are so very expensive, that, if they could be dispensed with, a great saving in time and money would arise to patentees. The inventor, by taking proceedings in two courts (Law and Equity) is much distracted. If a power were given to the Common Law Courts in which actions have been commenced, to restrain the infringer, on a motion in term, or summons in vacation, made by the patentee, the remedy would be quick in its opera-

tion, less expensive, and quite as efficient as an injunction issued from a Court of Equity. . . . The only good that can arise from Courts of Equity meddling in patents for inventions is obtained from the account which the infringer is directed to keep. It could be kept in a Common Law Court quite as well."

It is to be inferred from these passages, that, at that period, the learned member had found no authority for the position, that Courts of Common Law have power to grant injunctions; nor are we able to find in any book of practice any allusion to the alleged jurisdiction as a general one. The ancient remedies by writs of estoppelment of waste, and of quod permittat prosternere in regard to nuisance, were, it is true, remedies having the effect of an injunction in those particular cases, so far as that they were preventive; but there the similarity stops. They were not interlocutory applications, but separate actions founded on special writs, and afford no ground for saying, that Courts of Law have ever asserted a general jurisdiction to grant injunctions against any wrongful acts. In a work of high authority, it is laid down, "that the writ of injunction is peculiar to Courts of Equity, though there are some cases where Courts of Law may exercise analogous powers; such as by the writ of prohibition and estoppelment in cases of waste." (Story, 2 Eq. Jur. 154). And Lord Eldon, who was a Judge of the Common Law as well as of Equity, stated the ground of the jurisdiction in Equity to grant injunctions in cases of copyright, to be the inadequacy of the remedy by successive actions, (Jac. 314 and 472), a reason which, if a Court of Law could interfere by injunction, would have gone merely to shew, that relief at law should be sought by injunction, and not that there was any necessity to go into Equity. It is, we admit, at all times difficult to say, strictly, what are the powers of any of the superior courts; but we believe that, in practice, it is a tolerably settled rule with courts, to act on the doctrine, that what they never have done, they have not,

\* Godson on the Law of Copyright and Patents, 2nd ed.

† Supplement to Godson's Treatise on the Law of Patents.

or at least will not, assert jurisdiction to do. If, therefore, there were not such strong grounds as there are for contending, that Courts of Law have no power to grant injunctions, it is, at least, very improbable that they would grant them, if only authorized to do so on the ground of their existing course and practice; and if it be desirable that Courts of Common Law should exercise a power of granting injunctions in matters of copyright, the Copyright Act should either declare that they now have such power, or de novo confer the power upon them.

Whether it is expedient that Courts of Law should exercise such a power is another question. An injunction is, in most cases, of no use without an account; and the power of granting an injunction involves of course the necessity of having power to order an account, for the taking of which Courts of Law are at present not provided with adequate machinery. It involves also the engrafting on the practice of those Courts the doctrine of acting in personam, not to give damages for a wrong actually done, but to prevent the commission of an act which may or may not turn out to be a wrong. For it should not be forgotten, that, in general, an order for an injunction is no determination of the right, but only a decision, that, while the right is doubtful, an act shall not be done, for which, if it turn out ultimately to be a wrongful act, no adequate damages can be recovered. The rules of pleading and practice of Courts of Common Law, are all framed in reference to the general principle, that Courts of Law give a remedy for that which is established to be a wrongful act; and that they do not interfere against any party until they have ascertained that he is a wrong-doer. These rules may therefore well be and are, in fact, much more stringent and inflexible than the corresponding rules in Equity. And much difficulty and oppression may be caused, if, without keeping the principle alluded to in view, Courts of Law are called upon under an Act of Parliament to administer a system of interlocutory judicial interference, which is based on the very opposite principle to that of Courts of Law, viz. that the Court merely interferes for the protection of property while it is unascertained which party is the wrong-doer.

Our attention has been called, by a pamphlet recently published\*, to a subject of so painful a character, that we should shrink from it with extreme disgust and annoyance, were we not led to conceive, that, as the conductors of a Journal devoted to the interests of the Legal Profession, we are bound to take upon ourselves, in some sense, the office of *Censores Morum*, and to invoke the aid of the honourable majority of the Profession whenever we are apprized of the existence of practices calculated to bring disgrace on the whole body.

It is alleged by the author of the pamphlet referred to, that, in the Crown Courts of Exeter, practices prevail to a fearful extent, which are obviously irreconcilable with the dignity and utility of the Bar, with the respectability of Attornies, and even with common ho-

nesty. Of the learned author of these charges we know nothing, except that he is a provincial Barrister of considerable standing. Whether the charges contained in his pamphlet can or cannot be supported by irresistible evidence, we have no knowledge. We should hope, for the honour of the Profession, that they are not capable of being so supported; that there are not in it any capable of such conduct as that stigmatised by Mr. Bird; and that it may turn out that the accuser has been misled. But, be that as it may, the charges have been publicly made; and it becomes the duty of every member of both branches of the Profession to urge that they should be publicly inquired into, in order that, if such practices do exist, those who are guilty of them may be driven out of the Profession as unworthy to mingle with honest men; and that, if they do not exist, the error of the accuser may be exposed, and the honour of the Profession redeemed.

Mr. Bird's charges are contained in four letters addressed to the Attorney-General. The first two relate principally to an alleged practice in the criminal courts at Exeter, of briefs being delivered to counsel, without fees being delivered at the same time; and of the subsequent payment of the fees being systematically neglected; and the two last refer to another alleged practice in the same courts, of attornies representing to prisoners that the fee necessary for retaining counsel is larger than it really is, for the purpose of obtaining from them as much money as possible; and, having obtained it, of neglecting their department in the defence of the prisoners. If the existence of these practices were proved, it would be almost needless to inquire which would be the worst, as both would be too disgracefully dishonest to permit one word to be said in their defence. There would be, however, this difference: that, while the one would be merely a departure from that integrity which ought to characterize all transactions of business, the other would be inhuman as well as dishonest. For, if there be one department of legal practice in which, more than in any other, it is the duty of the professional man to use every exertion consistent with honour to protect his client, it is that in which the client is struggling, not for a question of more or less property, but for his personal liberty, his reputation, and perhaps for his life. If the Law of England and the practice of the British Bar hold that no man accused of the blackest crime shall go undefended, what is the designation contemptuous enough to attach to those professional men, if any such there be, who shall systematically conspire to defraud a prisoner of his legal right, by taking from him money to procure his defence, and then abandoning or languidly conducting that defence? We repeat, that, on the ability of Mr. Bird to support his charges, we have no knowledge, and offer no opinion. But we call upon the Bar practising on the circuit to which his letters refer, we call upon all honourable men among the attornies on that circuit, and on that central society which in London has constituted itself the protector and censor of the junior branch of the profession, to sift the matter of Mr. Bird's letter to the bottom; to require from him proof of his charges; and, if such proof be sufficient to bring the charges home to any particular individuals, to take such steps as may not only punish the guilty, but prevent the recurrence of the offence.

\* Letters to the Attorney-General on the Malpractices in the Crown Courts at Exeter, by Charles Bird, Esq., Barrister at Law.

### Rebels.

*The Law of Patents familiarly explained, for the Use of Inventors and Patentees.* By WILLIAM CARPMAEL, Esq., of Lincoln's Inn. [Simpkin & Marshall.]

Mr. Carpmael is somewhat Blackstonian in his mode of viewing the law. That which is the law is to him all perfection; and he appears to have found out, what no lawyer on either side of Westminster Hall has found out, that the Law of Patents, as it is now settled, is so clear, so judicious, so beneficent, that under it the patentee and the public have all they can respectively desire; and that such is the security of patent rights, that it is now next to impossible to upset a patent containing a new invention. (See p. 86).

In these opinions we by no means coincide; on the contrary, we believe, that in spite of the good effect of the 5 & 6 Will. 4, c. 83, the Law of Patents is still among the most uncertain and unprotective of our laws, and its practice among the most incumbered with proceedings which are useless if not actually prejudicial. Among the latter, may be reckoned that portion of the practice in obtaining patents, discussed by Mr. Carpmael in his fourth chapter, viz. the practice in regard to oppositions.

Mr. Carpmael's account of the nature of the caveat and the practice upon it is perfectly correct; and according to that account it is we think quite obvious, that in most cases, that is, as between two bona fide inventors, it leads to nothing whatever except a fruitless expenditure of fees by both parties; and that where A. has fraudulently obtained possession of B.'s invention, it is no protection to B., because, if A.'s patent be refused, he can by his power of publishing the invention, compel B. to grant him terms; or if he be only a little more dishonest, he can exhibit to the Attorney-General some imaginary invention, and reserve the real one for the patent, of which he may thus fraudulently obtain a grant. On the practice referred to by Mr. Carpmael, of impounding drawings in the Attorney-General's Office, and compelling the petitioner for a patent to confine his patent to the invention shewn to the Attorney-General, we will only say, that if that jurisdiction can be sustained, it is still a very inadequate protection, and that there are, at least, very serious grounds for doubt whether it might not be successfully resisted. (See 5 Jur. 1097).

Subject to these remarks on the straining of our author to make the Law of Patents appear more settled and attractive than the authorities warrant, we may pronounce his work one which, though not being or professing to be properly addressed to lawyers, may yet be read by them with advantage, on account of the additional light which the author's scientific illustrations throw on the subject.

At the same time, his exposition of the rules of the law, and the precautions proper to be taken by inventors in their proceedings, is sound and clear, particularly as regards the question of what is the proper subject-matter of a patent, and the specification. On the former point, Mr. Carpmael thus enumerates the classes of subjects which will support a patent:

"First, a new combination of mechanical parts or instruments, whereby a new machine is produced, though each of the parts be separately old and well known. Secondly, an improvement on any known machine, whereby such machine is rendered capable of performing more beneficially. Thirdly, where the vendible substance is the thing produced, whether by chemical or mechanical process, such as a new description of fabric. Fourthly, where an old substance is improved by some new working; the means of producing the improvement, in most instances, is patentable, whether chemical or mechanical. Fifthly, the application of a known substance or mate-

rial to a new purpose, when there requires art to adapt it, is the subject of a patent."

In the chapter on the specification, (chap. 6), we find some judicious observations on the question of the quantity of invention necessary to support a patent. "It is evident," (says the author, p. 57), "that so much having been done in the arts and manufactures, there will, at times, be found considerable difficulty in ascertaining what is new in some branches of manufacture; yet it will be equally evident that when a beneficial result is obtained, and a manufacture brought into the market of a better quality, or produced at a less cost, there must be some point of novelty; and this point of novelty, in most instances, may be the subject of a patent. If the specification describe clearly the means of producing the beneficial result, and claim only for the point of novelty, which is the cause of improving the manufacture, or of reducing the price, such a patent would unquestionably stand."

And further, (p. 65), "It would be difficult to point out what quantity of invention is required to support a patent, supposing the specification to be well drawn; yet it may be stated, with some degree of confidence, that the smallness of the quantity of invention is not an objection to a patent, provided it is new and useful; more depends on the utility than on the extent of the invention."

On the whole, the work appears to us likely to be extremely useful to the class for whom it is specially intended, viz. inventors and others unlearned in the law; and not without use to professional readers, particularly as it contains information on many little points of practice not to be found in more learned works, and generally little known except by those habitually engaged in soliciting patents. D.

### Imperial Parliament.

#### HOUSE OF COMMONS.

Monday, April 18.

The Municipal Corporations Bill went through committee pro forma, with an understanding, that certain amendments having been introduced, the Bill should be printed and re-committed.

Tuesday, April 19.

Mr. Jackson obtained leave to bring in, and afterwards brought in, a Bill to assimilate the Law in Ireland, as to the Punishment of Death, to the Law in England; and to abolish the Punishment of Death in certain Cases in Ireland, and to substitute other Punishment in Lieu thereof.

Wednesday, April 20.

The House went into committee on the Copyright Bill.

Mr. Wakley objected to clause 15, that it might preclude making extracts, so necessary for instance in school-books.

Mr. Godson said, the clause allowed extracts for purposes of criticism, judgment, or argument. He saw nothing in this clause to prevent the fair use of extracts for school-books. If the words "school-books" were specifically introduced, it would open the door to fraud.

The clause was agreed to, as were the following clauses to the 23rd inclusive.

On clause 24 being put, Mr. Aglionby objected, that, by that clause, judges of the common law as well as of equity, would be empowered to grant injunctions. He thought this was a new feature, rather than a re-enactment of the law of copyright.

Mr. Godson believed the power of granting injunctions, at the present time, possessed by all the common law courts, though certainly such power was not exercised. He thought the clause ought to remain.

The clause was omitted, Lord Mahon expressing his intention to propose it again on bringing up the Bill.

The remaining clauses of the Bill were agreed to.

Sir V. Blake moved the second reading of the Patents (Ireland) Bill, declaring his readiness to abandon all the clauses

except that dispensing with the attendance of Irish students for certain terms in London, previous to being called to the Irish bar.

Mr. Serjt. *Jackson* opposed the Bill; and the second reading was negatived without a division.

*Thursday, April 21.*

The report on the Copyright Bill was brought up, and ordered to be reported with amendments, and to be re-committed on Tuesday (26th instant).

### London Gazette.

**TUESDAY, APRIL 19.**

#### DECLARATIONS OF INSOLVENCY.

**WILLIAM HUME KING, HENRY KING, and DAVID KING**, Old-street-road, St. Leonard, Shoreditch, coach-builders.

**WILLIAM WALLIS and JOHN WALLIS**, Lincoln, and Wragby, corn and coal-merchants.

#### BANKRUPTS.

**JOSEPH SIMPSON**, Coal-harbour-lane, Camberwell, Surrey, licensed victualler and builder, April 29 and May 31 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sols. Thompson & Hewitt, Bucklersbury.—Fiat dated April 18.

**ALFRED BOUGLINVAL and JOSEPH FARRINGTON**, Stratford, Essex, manufacturing chemists, April 26 at half-past 1, and May 31 at 12, Court of Bankruptcy: Off. Ass. Green; Sol. W. H. Ashurst, 157, Cheapside.—Fiat dated April 18.

**ANGELO PONTERCORBOLI**, Broad-st., Golden-square, oil and Italian warehouseman, April 26 at 1, and May 31 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Reed & Shaw, Friday-st., Cheapside.—Fiat dated April 15.

**JAMES BEAGLEY**, High-street, Camden-town, victualler, April 29 at 1, and May 31 at 11, Court of Bankruptcy: Off. Ass. Graham; Sols. Parnell & Co., Church-street, Spital-fields.—Fiat dated April 14.

**EDWARD SMITH**, Lawrence-lane, woollen warehouseman, April 28 at 12, and May 31 at 11, Court of Bankruptcy: Off. Ass. Groom; Sols. Sutton, Manchester; Milne & Co., Temple.—Fiat dated April 12.

**SIMON WOODS**, Lower Thames-street, licensed victualler, April 28 at 1, and May 31 at 12, Court of Bankruptcy: Off. Ass. Edwards; Sols. Mardon & Prichard, 67, Newgate-street.—Fiat dated April 15.

**JAMES REED**, Leeds, Yorkshire, cloth-dresser, April 30 at 12, and May 31 at 10, Commissioners'-rooms, Leeds: Sols. Ward & Son, Leeds; Robinson & Barlow, 26, Essex-st., Strand.—Fiat dated March 29.

**ELISHA OLDHAM and THOMAS OLDHAM**, Chalford, and Cheltenham, Gloucestershire, builders and railroad-contractors, April 27 and May 31 at 11, Royal George Hotel, Stroud: Sols. Paris, Stroud; Shearman & Evans, Gray's-inn.—Fiat dated April 11.

**WILLIAM WEBBER**, Lincoln, tailor and draper, April 28 and May 31 at 12, City Arms Inn, Lincoln: Sols. Moore, Lincoln; Dawes & Sons, Angel-court, Throgmorton-street.—Fiat dated April 12.

**GEORGE HORATIO ST. CLAIR**, Birmingham, pawnbroker, April 29 at 11, and May 31 at 2, Waterloo-rooms, Birmingham: Sols. Harrison, Birmingham; Chaplin, 3, Gray's-inn-square.—Fiat dated April 15.

**ROBERT JONES**, Shrewsbury, Shropshire, grocer, May 3 and 31 at 11, Guildhall, Shrewsbury: Sols. Palin, Shrewsbury; Cuvellie & Co., 19, Southampton-buildings, Chancery-lane.—Fiat dated April 12.

**THOMAS WORSLEY**, Stockport, Cheshire, hosier and hatter, May 2 and 31 at 10, Commissioners'-rooms, Manchester: Sols. Bennett, Manchester; Abbott & Arney, 10, Charlotte-street, Bedford-square.—Fiat dated April 12.

**JOSEPH HURLEY**, Woburn, Bedfordshire, plumber and glazier, and innkeeper, May 2 and 31 at 11, Swan Hotel, Bedford: Sols. Day, Woburn; E. W. & S. Haines, 29, Tavistock-place, Tavistock-square.—Fiat dated March 30.

**SAMUEL SMITH**, Sheffield, Yorkshire, cutlery-manufacturer, April 29 and May 31 at 12, Town-hall, Sheffield: Sols. Wilson & Young, Sheffield; Wilson, 6, Southampton-st., Bloomsbury-square.—Fiat dated April 13,

**EDWARD SPENCE**, Knottingley, Yorkshire, innkeeper, April 26 at 11, Swan Hotel, Askern, and May 31 at 1 Guildhall, Doncaster: Sols. Stewart, Horbury, near Wakefield; Battye & Company, 20, Chancery-lane.—Fiat dated March 22.

**JOSIAH GRIMSHAW**, Rawcliffe, Snaith, Yorkshire, draper and grocer, April 26 at 11, Swan Hotel, Askern, and May 31 at 11, Town-hall, Doncaster: Sols. Shearbur Snaith; Capes & Stuart, 1, Field-court, Gray's-inn.—Fiat dated April 11.

**RUSSELL BOWLBY**, Bishop Wearmouth, scrivener, May 10 and 31 at 12, Bridge Hotel, Bishop Wearmouth: Sol. Snowball, South Shields, Durham; Fisher & Bird, 3, King st., Cheapside.—Fiat dated April 9.

**WILLIAM WILKINSON**, Manchester, dealer in toys and hardwares, May 3 and 31 at 12, Commissioners'-room Manchester: Sols. Slater & Heelis, Manchester; Milne Co., Harcourt-buildings, Temple.—Fiat dated April 13.

**JOHN DEAN**, Habergham Eaves, Lancashire, cotton-spinner and power-loom-cloth-manufacturer, May 5 at 1, and May 31 at 2, Court-house, Burnley, Lancashire: Sol. Buck & Eastwood, Burnley; Milne & Co., Temple.—Fiat dated April 7.

**JOHN HILTON**, Tipton, Staffordshire, currier and leather seller, May 3 and 31 at 11, Swan Inn, Wolverhampton: Sols. Shaw, Dudley; Austin, 37, Threadneedle-street.—Fiat dated April 13.

**JOHN ATKINSON**, Goole, Yorkshire, joiner and builder, April 26 at 11, Swan Hotel, Askern, and May 31 at 11 Guildhall, Doncaster: Sols. Wilson, Goole; Galsworthy & Nichols, 9, Cook's-ct., Lincoln's-inn.—Fiat dated April 12.

**PHILIP BUTLER**, Leamington Priors, Warwickshire, butcher, May 2 and 31 at 12, Lansdowne Hotel, Leamington Priors: Sols. Patterson & Co., Leamington Priors; Hall, 11, New Boswell-court, Lincoln's-inn.—Fiat dated April 15.

#### MEETINGS.

*Beaumont Marshall*, High Holborn, tallow melter, May 6 at 1, Court of Bankruptcy, pr. d.—*John Woodcock*, Stratford, Essex, builder, May 5 at 12, Court of Bankruptcy, last ex.—*Henry Rogers and Fred. Rogers*, Finch-lane, Cornhill, wine merchants, April 29 at half-past 12, Court of Bankruptcy, last ex.—*William Grundy*, Manchester, yarn dealer, May 3 at 3, Commissioners'-rooms, Manchester, last ex. and pr. d.—*Isaac Jones*, Worcester, victualler, May 13 at 12, Unicorn Inn, Worcester, and ac.—*Henry Medley and William Backhouse*, Leeds, oil merchants, May 3 at 2, Commissioners'-rooms, Leeds, last ex. of *Hen. Medley*.—*Pet. Groves and N. Beards*, Boston, Lincolnshire, leather dressers, May 12 at 12, Red Lion Inn, Boston, last ex.; at 1, and ac. sep. est. of *Pet. Groves*.—*Rob. Collinson and Wm. Brown*, Oxford-st., upholsterers, May 10 at 11, Court of Bankruptcy, and ac. and div.—*Edm. Adams*, Blenheim-st., New Bond-street, livery-stable keeper, May 12 at 12, Court of Bankruptcy, and ac.—*J. Walker*, Wardour-st., Oxford-st., appraiser, May 12 at half-past 12, Court of Bankruptcy, and ac.—*W. Amos*, Walbrook, sponge and India rubber merchant, May 12 at 1, Court of Bankruptcy, and ac. and div.—*Hen. R. Biggs*, Brewer-st., Golden-square, carpenter, May 12 at half-past 1, Court of Bankruptcy, and ac.—*William Biddle*, Holborn-hill, fishmonger, May 12 at 2, Court of Bankruptcy, and ac. and div.—*Arthur Strachan*, Friday-st., Cheapside, warehouseman, May 11 at 11, Court of Bankruptcy, and ac.—*Robert Wilcock*, Lower Aldehlwaite, Cartmel, Lancashire, banker, May 16 at 11, Commercial Inn, Kendal, and ac.—*Theoph. Bickerton*, Newtown, Montgomeryshire, linen draper, May 12 at 11, Commissioners'-rooms, Manchester, div.; at 12, and ac.—*S. Stocks*, sen., and *S. Stocks*, jun., Heaton Mersey, Heaton Norris, Lancashire, manufacturers, May 21 at 2, Commissioners'-rooms, Manchester, div.; at 3, and ac. sep. est. of *S. Stocks*, sen.—*Rob. Treay*, Bristol, pawnbroker, May 13 at 3, Commercial-rooms, Bristol, and ac.—*George Algar Rayner*, Halesworth, Suffolk, draper, May 12 at 2, King's Head Inn, Beccles, and ac.; at half-past 2, div.—*Joseph Appleton*, Walnut-tree-walk, Lambeth, corn dealer, May 10 at half-past 11, Court of Bankruptcy, fin. div.—*Thomas P. Dunn*, Cainacross, near Stroud, Gloucestershire, wool merchant, May 11 at 11, Court of Bankruptcy, div.—*J. T. Watson*, Gainsborough, Lincolnshire, shipwright, May 14 at 12, George Inn, Kingston-upon-Hull, and ac.; at 1, fin. div.—*John Earle*, Kingston-upon-Hull, stone mason, May 19 at 11, George Inn, Kingston-upon-Hull, and ac.; at 12, fin.



div.—*Edw. Bumpstead*, Halesworth, Suffolk, grocer, May 12 at 11, King's Head Inn, Beccles, aud. ac. and div.—*Elizabeth Walter*, Market Rasen, Lincolnshire, fellmonger, May 12 at 11, White Hart Hotel, Market Rasen, aud. ac.; at 1, div.—*Wm. N. Buckley*, Manchester, linen merchant, May 14 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and fin. div.—*James Moss Sperling*, Halstead, Essex, scrivener, May 11 at 12, Three-Cups Inn, Colchester, aud. ac. and div.—*John Kerkaw*, Manchester, machine-maker, May 11 at 11, Commissioners'-rooms, Manchester, p. d.; at 12, aud. ac. and div.—*Wm. Burton*, Nuneaton, Warwickshire, tanner, May 11 at 12, Newdegate's Arms Inn, Nuneaton, aud. ac.; at 2, div.—*Thomas Wright*, Birmingham, coach maker, May 14 at 2, Waterloo-rooms, Birmingham, aud. ac.; at 3, div.—*Thomas Hampson*, Liverpool, broker, May 14 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*Thos. Reeves and W. Reeves*, Worcester, coach builders, May 16 at 11, Unicorn Inn, Worcester, aud. ac.; at 12, div.—*J. Morrish*, Keynsham, Somersetshire, salister, May 10 at 12, Commercial-rooms, Bristol, aud. ac.; May 13 at 12, div.—*John Nield*, Quick, Saddleworth, Yorkshire, *James Nield*, Dukinfield, Chester, *John Nield*, jun., and *J. Holt*, Charlesworth, Glossop, Derbyshire, cotton spinners, May 12 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac.; May 13 at 10, div.; at 11, aud. ac. sep. est. of *John and Jas. Nield*.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before May 10.

*Richard W. Forge*, Billingsgate, Lower Thames-street, fish salesman.—*Vere Hare and John Hare*, Taunton, Somersetshire, house and estate agents.—*Jas. Cockburn*, New Broad-st., merchant.—*Edw. Halliley*, Leeds, cloth manufacturer.—*John Cheasing*, North Petherton, Somersetshire, victualler.—*James B. Partridge*, Birmingham, dealer in Birmingham and Sheffield wares.—*John G. Caporn*, Bedford, linen draper.—*Robt. Richardson*, Woburn-buildings, Middlesex, cowkeeper.—*Henry Smith*, Doncaster, Yorkshire, British wine manufacturer.—*Starling Day*, Little Yarmouth, Suffolk, and Taverham, Norfolk, paper makers.

#### SCOTCH SEQUESTRATIONS.

*John Newbigging*, East Kilbride, Lanarkshire, wright and wood merchant.—*W. Steel*, deceased, Annathill, Lanarkshire.—*J. Jeffry*, Baronisdale by Milton-whins, near Stirling, nail manufacturer.—*Robt. Dickson*, Glasgow, baker.—*T. Crawford*, Krigale, Leith, baker.—*James Young*, Methven, Perthshire, druggist.—*Sam. Stein*, Glasgow, merchant.—*Dav. Scott* and Co., Port Seton Oil-mills, Port Seton by Tranent, and Leith, seed crushers.

#### INSOLVENT DEBTORS.

Saturday, April 16, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Wm. Jutson*, Bampton, Devonshire, grocer, No. 58,296 C.; R. S. Perrott, assignee.—*Saml. Mills*, Chester, shoemaker, No. 59,045 C.; *Thos. Cope*, assignee.—*John Walker*, King-st., Camden-town, baker, No. 52,540 T.; *Thos. Newman*, assignee.—*Jos. Thomson*, Felstead, Essex, higger, No. 58,298 C.; *Geo. Jackson*, assignee.—*John Rabett*, Sutton-st., Commercial-road, Whitechapel, out of business, No. 30,443 T.; R. Berrett, new assignee, in the room of R. Berrett, deceased.—*J. Willey*, Canteen, Burnley-barracks, Habergham Eaves, Burnley, Lancashire, licensed victualler, No. 58,405 T.; T. Wilkinson, assignee.—*John Medforth*, Kilnsea, near Patrington, Yorkshire, farmer, No. 39,811 C.; W. T. Robinson and W. Chessman, assignees.—*Robt. Seel*, Dukinfield, Cheshire, grocer, No. 59,093 C.; H. Johnson and J. Fielding, assignees.—*J. Barlow*, Blackburn, Lancashire, provision shopkeeper, No. 58,947 C.; *Jas. Chadburn* and *Jos. Parker*, assignees.—*Elihu Channon*, Exeter, pipe-manufacturer, No. 59,161 C.; *Henry Priston*, assignee.—*Jonathan Leigh*, Romilly, Stockport, Cheshire, labourer, No. 58,191 C.; *Wm. Platt*, assignee.—*Wm. Smith*, Great Yarmouth, Norfolk, grocer, No. 59,101 C.; R. B. Norman, assignee.—*W. Ball*, Congleton, Cheshire, provision dealer, No. 59,000 C.; *Geo. Pointon*, assignee.—*Geo. Kew*, Norwich, publican, No. 58,593 C.; *Fred. Brown*, assignee.—*Jas. Phippen*, Maidstone, Kent, traveller, No. 58,251 C.; W. E. Baxter, assignee.—*Robert Shippey*, Cambridge, out of business, No. 58,185 C.; W. G. Ashton, assignee.—*John Manning*, New Lenton, Notting-

hamshire, builder, No. 58,689 C.; *James Hill*, assignee.—*T. Moss*, Eaton, near Congleton, Cheshire, farmer's labourer, No. 58,451 C.; *Moses Booth*, assignee.—*R. Passcall*, Fenton, Stoke-upon-Trent, Staffordshire, engine-man, No. 54,920 C.; *Robt. Kidd*, assignee.—*Wm. Sage*, Littleworth, Gloucestershire, butcher, No. 59,003 C.; *Chas. Smallbridge*, assignee.—*Rich. Cook*, Drybrook, St. Briavel's, Gloucestershire, out of business, No. 58,408 C.; *John Barrell*, assignee.—*J. Bradford*, Exeter, butcher, No. 59,133 C.; *James Spark*, assignee.—*Wm. Watson*, Torquay, Devonshire, painter, No. 59,163 C.; *Henry Drew* and *Joseph Rowson*, assignees.—*James Partridge*, Bristol, cashier, No. 52,193 T.; T. F. Snow, assignee.—*Wm. Stamper*, jun., Cockermouth, Cumberland, tin plate worker, No. 58,838 C.; *Rich. Allinson*, assignee.—*Thomas Morris*, Bromley, Middlesex, coal-merchant, No. 52,722 T.; *Thomas Hedges*, assignee.—*John Thos. Haines*, Vassall-road, North-road, Brixton, Surrey, comedian, No. 50,445 T.; F. Olding and J. Fraser, assignees.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, May 10 at 9.

*Saml. Youngman*, Great Leonard-st., Curtain-road, Shore-ditch, out of business.—*Jos. Dennison*, King-st., Whitehall, out of business.—*George Blackford*, Kingston-upon-Thames, Surrey, plumber.—*Daniel Garratt*, Charles-st., Grovenor-sq., gentleman's servant.—*Wm. H. Harrison*, Davis's-place, Chelsea, carver.—*Jas. Taylor*, Trinity-sq., Southwark, tailor.—*Alex. Warner*, London-st., London-road, Southwark, boot-maker.—*Robt. Flack*, Brownlow-mews, Gray's-inn-lane, cab proprietor.—*Robt. Addison*, Southampton-st., Pentonville, file cutter.—*Geo. Wm. Pople*, Westbourne-st., Fimlico, omnibus proprietor.

#### Adjourned.

The Rev. *Lionel Buller*, Mitcham-common, Surrey, Senior Fellow of King's College, Cambridge.

May 12, at the same hour and place.

*John Wright*, Derby-road, Kingland-road, out of business.—*Jos. Wadland*, Bermondsey-st., Bermondsey, butcher.—*John Connolly*, South-place, Acre-lane, West Brixton, gardener.—*John Bell*, sen., Hemming's-row, St. Martin's-lane, shoemaker.—*Wm. Key*, Dorville-row, Hammersmith, linen draper.—*Jesse Sellen*, Rushey-green, Lewisham, Kent, labourer.—*Jos. Buckle*, Flask-walk, Hampstead, grocer.—*Wm. Doery*, Stanmore, Middlesex, stage coachman.—*Henry John Greenough*, Red Lion-st., Holborn, out of business.—*Charles Wingrove*, Kedington, near Clare, Suffolk, cattle dealer.

#### Adjourned.

*Margaret Sinclair*, Lower Chapman-st., Cannon-st.-road, St. George's in the East, widow, out of business.

#### INSOLVENT DEBTORS' DIVIDENDS.

*P. S. Dallen*, Tooting, and Walworth, Surrey, calico printer: 20s. in the pound.—*Henry Elmes*, Brighton, superintendent of the police: 1s. 2½d. in the pound.—*Benj. L. Marsh*, Ely, Cambridgeshire, ironmonger: 3s. 11d. in the pound.—*Wm. Taylor*, Birmingham, victualler: 1s. 2d. in the pound.—*R. Williamson*, Newcastle-on-Tyne, out of business: 2s. 7d. in the pound.—*Wm. B. Weekes*, Gosport, Hampshire, lieutenant in the royal navy: 7s. 8d. in the pound.—*Redmond O'Hanlon*, Listea, Ireland, publican: 10d. in the pound.—*Ralph Cantrill*, Manchester, victualler: 3s. 11d. in the pound.

Application at the Provisional Assignee's Office, Portugal-st., Lincoln's-inn-fields, from 10 to 1.

*Wm. John Box*, Albany-cottages, Albany-road, Camberwell, chemist, April 11, Braham's, 101, Chancery-lane: 5s. in the pound.—*Jonathan Shackleton*, Clayton, near Bradford, Yorkshire, worsted manufacturer, Parker & Adam's, Halifax: 1s. 7½d. in the pound.—*Saml. Brownent*, Bidston View, Seacombe, near Liverpool, lodging-housekeeper, Curry & Statham's, Liverpool: 4½d. in the pound.—*Jos. Edwards*, Manchester, baker, April 23, Chapman & Roberts's, Manchester: 4d. in the pound.

#### MEETINGS.

*John Kidby*, Wivenhoe, Essex, shipwright, May 4 at 2, Waggon and Horses Inn, North-hill, Colchester, sp. affairs.—*Benj. Joshua Wood*, Nursery-row, Brandon-st., Locksfields, Newington, Surrey, labourer, May 5 at 4, Webb's, 215, Blackfriars-road, sp. affairs.

FRIDAY, APRIL 22.

## DECLARATION OF INSOLVENCY.

JOHN MORE, Moorgate-st., London, merchant.

## BANKRUPTS.

JOHN RACKHAM, jun., Long-acre, coach-builder, April 29 and June 3 at 1, Court of Bankruptcy: Off. Ass. Whitmore; Sols. White & Borrett, 35, Lincoln's-inn-fields.—Fiat dated April 20.

STEPHEN HOBDAV, Woolwich, Kent, tallow chandler, April 29 and June 3 at 11, Court of Bankruptcy: Off. Ass. Belcher; Sols. Brown & Co., Commercial-chambers, Mining-lane.—Fiat dated April 20.

PETER PYNE, Crooked-lane-chambers, London, provision-broker, May 3 at half-past 11, and June 3 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sols. Rutter & Trotter, Ely-place, Holborn.—Fiat dated April 7.

THOMAS DOWNES TAYLOR, Lower Holborn, oilman, and British wine dealer, April 29 at 1, and June 3 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sols. Berkeley, 52, Lincoln's-inn-fields.—Fiat dated April 19.

ALFRED BAYLEY, Lothbury, and Camberland-terrace, Lloyd-sq., Pentonville, stock broker, April 29 at half-past 1, and June 3 at 11, Court of Bankruptcy: Off. Ass. Graham; Sols. Neal, 4, Tokenhouse-yard.—Fiat dated April 20.

STEPHEN SLY, Bouverie-st., Fleet-st., and Cornwall-rd., Lambeth, dealer and chapman, April 29 at 1, and June 3 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Ashley, 9, Shoreditch.—Fiat dated April 19.

JOHN RICHARDS, George-yard, Lombard-st., metal broker, May 4 at 2, and June 3 at 12, Court of Bankruptcy: Off. Ass. Johnson; Sols. Heathcote & Holman, Coleman-st.—Fiat dated April 21.

JAMES SHAW, Fetter-lane, carpenter, builder, and window blind-manufacturer, May 4 at 1, and June 3 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sols. Chambers, 14, Basinghall-st.—Fiat dated April 20.

HENRY GRATTON, Liverpool, hatter and dealer in hats, May 9 and June 3 at 1, Clarendon-rooms, Liverpool: Sols. Norris, Liverpool; Norris & Co., 19, Bartlett's-buildings, Holborn.—Fiat dated April 15.

HENRY LACEY, Liverpool, bookseller and printseller, May 9 and June 3 at 1, Clarendon-rooms, Liverpool: Sols. S. Walters & W. N. Reeve, 36, Basinghall-st.—Fiat dated March 24.

JOSEPH MAYOR, Northampton, chemist and druggist, May 3 and June 3 at 12, Peacock Inn, Northampton: Sols. Cooke, Northampton; Weller, 6, King's-road, Bedford-row.—Fiat dated April 18.

GEORGE GUILFORD, North Shields, Northumberland, ship-owner and underwriter, May 13 at 11, and June 3 at 2, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Dale, North Shields; Dean & Co., 2, Gray's-inn-square.—Fiat dated April 16.

JAMES LOCKWOOD, Wakefield, linen-draper, May 6 at 11, Sessions-house, Wakefield, and June 3 at 1, Commissioners'-rooms, Leeds: Sols. Taylor & Co., Wakefield; Adlington & Co., 1, Bedford-row.—Fiat dated April 11.

JOHN GIBSON, Kingston-upon-Hull, corn-merchant, May 6 and June 3 at 11, George Inn, Kingston-upon-Hull: Sols. Galloway & Co., Hull; Hicks & Marris, 5, Gray's-inn-square.—Fiat dated April 9.

RICHARD BURGESS SCALE, Halsted, Essex, farmer, May 5 and June 3 at 12, Three Cups Inn, Colchester: Sols. Sewell, Essex; Thomason, George-street, Minorics.—Fiat dated April 14.

JOHN SCOTT, Birmingham, and Moorgate-street, City of London, railway carriage-lamp-manufacturer and general factor, May 3 and June 3 at 1, Waterloo-rooms, Birmingham: Sols. Colmore & Beale, Birmingham; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated April 13.

JOSEPH GILL, Brierley-hill, Staffordshire, iron-master, May 3 and June 3 at 12, Swan Hotel, Wolverhampton: Sols. Fellowes, jun., Dudley; Combe, 13, Staple-inn.—Fiat dated April 18.

ISAAC MARSDEN, jun., Bowling, Bradford, Yorkshire, corn-dealer, April 27 at 3, Court-house, Bradford, and June 3 at 11, Commissioners'-rooms, Leeds: Sols. Wavell, Halifax; Adlington & Co., Bedford-row.—Fiat dated March 31.

## MEETINGS.

David Hannay, Cavendish-square, banker, May 2 at 11, Court of Bankruptcy, last ex.—Chas. Caswall, Woburn-pl.,

Russell-sq., lodging-house-keeper, May 2 at 2, Court of Bankruptcy, last ex.—Jas. Jolley, St. Alban's-place, Haymarket and Pelham-road, Brompton, builder, April 26 at 12, Court of Bankruptcy, last ex.—Wm. Henry Apsey, Globe-wharf, 1, Berthite, Surrey, ship-breaker, May 13 at 11, Court of Bankruptcy, aud. ac.—James Goodwin, George Hotel, Bishopstortford, Hertfordshire, innkeeper, May 13 at half-past 1, Court of Bankruptcy, aud. ac. and fin. div.—B. Ward, Newcastle-upon-Tyne, and Charlotte-terrace, New-cut, Lambeth, Surrey, boot and shoe-manufacturer, May 13 at 12, Court of Bankruptcy, aud. ac. and fin. div.—David Stevenson, ac Compton-st., Brunswick-square, patent safety paper-maker, May 12 at 11, Court of Bankruptcy, aud. ac.—Geo. Nov Red Lion-square, importer of foreign goods, May 12 at 1, Court of Bankruptcy, aud. ac.—J. J. Schenck, Addle-st., C of London, merchant, May 12 at 12, Court of Bankruptcy, aud. ac.—John Stevens and Robt. Horatio Wm. Drummond Rhodeswell-wharf, Mile-end, road-contractors, May 14 at 1, Court of Bankruptcy, aud. ac. and div.—Richard Nure Whitehall-place, Kentish-town, tallow-chandler, May 14 at 1, Court of Bankruptcy, aud. ac.—John Francis Buisson, Brabant-court, Philpot-lane, merchant, May 14 at 1, Court of Bankruptcy, aud. ac.—Mary Perkes, Golden-square, printer and publisher, May 14 at 12, Court of Bankruptcy, aud. ac.—Joseph Rogers, Shrewsbury, hop dealer, May 16 at 1, Guildhall, Shrewsbury, aud. ac.—Robt. Brown, Kingston upon-Hull, bookseller, May 14 at 11, George Inn, Kingston upon-Hull, aud. ac.—J. Richmond and Robt. Smith, Manchester, yarn-agents, May 16 at 10, Commissioners'-rooms Manchester, aud. ac.—W. M. Atkinson, Beccles, and Carlton Suffolk, maltster, May 12 at 11, King's Head Inn, Beccles, aud. ac.—Chas. Christelow, York, woollen-draper, May 13 at 11, Guildhall, York, aud. ac.—Rich. Turner, Northampton shoe-manufacturer, May 20 at 12, Cross Keys Inn, Northampton, aud. ac.—Jas. Hopkins and John Drewitt, Arundel Sussex, bankers, May 20 at 11, Norfolk Arms Hotel, Arundel, aud. ac.; at 1, div.—Wm. Ridge, Chas. Ridge, and Wm. Newland, Chichester, Sussex, bankers, May 19 at 1, Dolphin Hotel, Chichester, aud. ac.; at 3, sep. est.—Rich. Smith and Stephen Marshall, Austin-friars, Russia brokers, May 13 at half-past 12, Court of Bankruptcy, fin. div.—John Philpot, R. Marriott, and Benj. Burnell, Crigglestone, Yorkshire, coal-merchants, May 13 at 12, Court of Bankruptcy, fin. div.—George Blight Bishop and Frances Hildyard, Southampton, drapers, May 12 at 11, Court of Bankruptcy, div.—Thomas Ashton, Berners-st., Oxford-st., bill broker, May 12 at 12, Court of Bankruptcy, fin. div.—Samuel Clough and William T. Clough, Eccleston, Lancashire, alkali manufacturers, May 13 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—George Sheppard, Thornton-le-Clay, Yorkshire, corn dealer, May 19 at 12, Guildhall, York, aud. ac.; at 1, div.—Robert Drake, Bristol, engraver, May 17 at 2, Commercial-rooms, Bristol, aud. ac.; May 20 at 2, div.—Hen. A. Baber, Lindfield, Sussex, maltster, May 27 at 12, Town-hall, Brighton, aud. ac. and div.—W. Roberts, Rawmarsh, Yorkshire, grocer, May 19 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—W. Mayfield, Spalding, Lincolnshire, grocer, May 18 at 11, Standwell's Hotel, Stamford, aud. ac. and first and fin. div.—Wm. Barrett, Haselbury Plucknett, Somersetshire, girth web manufacturer, May 16 at 12, Greyhound Inn, Bridport, aud. ac.; at 1, second and fin. div.—H. Hayes, Stamford, Lincolnshire, wheelwright, May 16 at 11, Jackson's, Stamford, aud. ac.; at 12, fin. div.—Thos. Barby, R. Lee, and J. Lee, Portsmouth, bankers, Dec. 1 at 1, George Inn, Portsmouth; at 3, div. rep. est. of R. Lee.—Robt. F. Beeston, Liverpool, marble mason, May 23 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div.—Wm. Haskayne, Liverpool, ship chandler, May 14 at 1, Clarendon-rooms, Liverpool, div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before May 13.  
J. Gardner, Llangollen, Denbighshire, linen manufacturer.—Hen. Harrison, Manchester, and Old Broad-street, City of London, commission agent.—Wm. Brydon, Abchurch-lane, wholesale druggist.—John Davies, Liverpool, oil merchant.—Rich. Hardy, Lancaster, cotton spinner.—John Smith, Blenheim-street, Bond-st., milliner.—John Lees Radley, Oldham, Lancashire, dealer and chapman.—Wm. Thompson, Princess-st., Spitalfields, hat manufacturer.

## PARTNERSHIP DISSOLVED.

Alex. Pulling and Jas. Hen. Clayton, Hare-court, Temple, attorneys, solicitors, and conveyancers.

## SCOTCH SEQUESTRATIONS.

*Morris Frater*, Cumbernald, carrier.—*Geo. Wood*, Aberdeen, commission agent.—*Pet. Cowan*, Chapeltown, farmer.—*Rob. Sanderson and Co.*, Glasgow, founders.—*John Campbell and Co.*, Greenock, merchants.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought before the Court, in *Portugal-st.*, on Friday, May 15 at 9.

*Wm. Kedge*, Prospect-pl., Old Kent-road, Surrey, cabinet maker.—*T. Taylor*, Poland-st., Oxford-st., out of business.—*Thos. W. Newington*, Spital-sq., Norton Folgate, surgeon.—*J. Tilley*, Waterloo-place, Albany-road, Camberwell, coal metr.—*Rob. Edward Bruster*, Greenwich, tailor.—*Rosetta Phillips*, widow, Portman-pl., Edgware-road, out of business.—*Wm. Caphem*, Edmonton, out of business.—*Henry N. L. Bland*, Hammersmith, upholsterer.—*Rich. B. Davis*, Upper

*Baton-st.*, Pimlico, artist.—*Thos. Heigham*, New Park-street, Great Guildford-st., Southwark, out of business.

## INSOLVENT DEBTORS' DIVIDENDS.

*T. Rudd*, Liverpool, publican, April 27, Peacock's, Liverpool: 4s. 6d. in the pound.—*Joseph Puzey*, Cheltenham, carpenter, April 23, Jessop's, Cheltenham: 1s. 10d. in the pound.

## MEETINGS.

*Jas. Barker*, Bagilt, Flintshire, grocer, May 11 at 11, Harrison's, Helywell, sp. aff.—*Wm. Hampson*, Bolton-le-Moors, Lancashire, attorney at law, May 12 at 11, Weston's, Manchester, sp. aff.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*James Frederick Symonds*, of Hereford; *William Butt*, Ryde, Isle of Wight.

## IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

FOR the convenience of persons in the Western and Central Districts of London, and particularly of Gentlemen connected with the Law, THE LONDON, EDINBURGH, AND DUBLIN LIFE ASSURANCE COMPANY have opened a Branch Office at 55, Chancery-lane, where Prospectuses, Forms of Proposals, and every other information connected with the business of the Company, may be procured; and where Examinations of Parties whose Lives are proposed for Assurance may be taken, and Policies effected, as at the Chief Office of the Company, in Charlotte-row, Mansion-house.

Your attention is solicited to some of the distinguishing features of this Company, which have been introduced after mature deliberation, and which will be most conveniently pointed out by referring to Policies, as *Money Transaction and Family Provision Policies*.

**MONEY TRANSACTION POLICIES.**—Your professional experience and acquaintance with the records of the Courts of Law and Equity, must have convinced you that considerable changes were required in the practice and rules of Life Offices, to render this class of Policies valid and unimpeachable documents of security, which no unforeseen circumstances or future accidents could invalidate. This Company has endeavoured, and they think successfully, to render their Policies as indefeasible and negotiable securities as is possible, consistently with a due regard to the safety of the contracting parties; and to effect this object the Company has introduced the following clause into their Deed of Settlement:—

CLAUSE 7B.—“That every Policy issued by the Company shall be indefeasible and indisputable, and the fact of the issuing of the same shall be conclusive evidence of its validity; and it shall not be lawful for the Company to delay payment of the money assured thereby, on the ground of any error, mistake or omission, however important, made by or on the part of the person or persons effecting the same; and that, on the contrary, the amount receivable under the same shall be paid at the time stipulated by the Policy, to the person entitled thereto, as if no such error, mistake or omission had been made or discovered, unless the Policy shall have been obtained by fraudulent misrepresentation.”

**FAMILY PROVISION POLICIES.**—In the well-founded belief that Life Assurance business is profitable, persons making provision for their families, and contemplating a long duration of time between the date of the Policy and the claim to arise under it, generally prefer Assurances which may carry with them a right to participate in the profits to be realized by the Company during the currency of their Policies. By the Deed of Constitution of this Company, the participating Assured are entitled to the WHOLE OF THE MUTUAL PROFITS, as if they had been Assured in a purely Mutual Society; and they here, at the same time, the security not only of the Funds of the Company, arising from the accumulated premiums, but also the proprietary funds and subscribed Capital of the Company. To the Shareholders are allotted only those profits which are realized by the investment of their own paid capital, and from the excess of the premiums derived from the Non-participating Assurances. This mode of Division of Profits is peculiar to this Company.

In order to provide against the defeat of a Policy in the hands of a CREDITOR, by the DEBTOR, whose Life is Assured leaving the country, and going beyond the prescribed limits, the Company grant WHOLE WORLD POLICES, whereby, on condition of receiving an extra premium, varying in amount according to the circumstances of the case, but fixed and determined at the time of issuing the Policy, the debtor, on whose Life an Assurance has been effected, is entitled to go to or reside in any part of the world, without invalidating the Assurance.

To enable a party to effect an Assurance at the LEAST POSSIBLE EXPENSE, and to entitle him to discontinue it at a less sacrifice than by any other plan, a seven years' Half-premium system has been introduced; and, upon comparing the following scale with any other which has been devised for reducing present payments, it will be seen how much more economically a loan transaction can be fortified by this kind of Policy than by any other. The Half-premium system possesses a further advantage over temporary Assurances, or those for a Term of Years, from the Assured having the option of continuing for Life the Policy which he may have procured for a mere temporary purpose.

HALF PREMIUM CREDIT TABLE.

Age 15.	Age 20.	Age 25.	Age 30.	Age 40.	Age 45.	Age 50.	Age 54.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
0 16 1	0 18 0	1 0 7	1 3 7	1 11 5	1 16 6	2 3 9	2 12 5

THE COMMISSION allowed to Attorneys is 10l. per cent. upon the first, and 5l. per cent. upon all future premiums; and the Commission continues to be payable to the Attorney, who completed the Assurance with the Company, although the future premiums may be paid by others.

The usual weekly Board day is Thursday, but Policies may be obtained any day betwixt the hours of 10 and 5.

ALEXANDER ROBERTSON, MANAGER.

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{ ROBERT E. ALISON, Esq. Cornhill.

Solicitors,—Messrs. PALMER, FRANCE & PALMER, Bedford-row.

**ROMAN LAW.**—Professor GRAVES, A. M., will commence a Course of LECTURES on the INSTITUTES of GAIUS, on Monday, May 9th. Lectures on Mondays and Thursdays at half-past Seven p. m. Students are recommended to procure Lachmann's or Boecking's Edition of Gaius, lately published at Bonn.

R. G. LATHAM, A. M.,  
Dean of the Faculty of Arts and Laws.  
CHARLES C. ATKINSON,  
University College,  
London, 19th April, 1842.  
Secretary to the Council.

#### LECTURES ON FORENSIC MEDICINE.

**A** COURSE of LECTURES will be delivered on FORENSIC MEDICINE, at the WESTMINSTER HOSPITAL, to commence on Tuesday, May 3, at two o'clock, when the Introductory Lecture will be delivered. The Legal Portion of these Lectures by W. HODGES, Esq., of the Inner Temple, Barrister at Law; the Medical Lectures by FREDERICK BIRD, Esq., M.D., A.L.S. A Syllabus of the Lectures may be obtained at the Westminster Hospital. Fee for the Course, Two Guineas. Free Admission to the Introductory Lecture.

**LAW.**—A Solicitor in the West of England, having a moderate but increasing practice, wishes to form a PARTNERSHIP with a gentleman of assiduous and persevering habits, and who has a knowledge of general business. Address (by letter) to X. X., at Mr. Merrett's, Newspaper Vendor, St. John's Square, Clerkenwell, London.—Applicants not answered within a week, may conclude the advertiser is in treaty with some other party.

#### INSOLVENCY.

**TO SOLICITORS.**—A Professional Gentleman of extensive Practice in the Court for the Relief of Insolvent Debtors is desirous of accepting every description of Insolvency business upon agency terms. This offer will be found available to those gentlemen who have not time to devote their attention to the business of that Court, and may save their clients many days' incarceration by an early application previous to custody. Apply to Mr. W. R. Buchanan, 8, Basinghall-street, Attorney, appointed by the said Court.

#### CHANCERY REPORTS.

This day is published, Part 2, Vol. 1, royal 8vo., price 7s. sewed. **REPORTS of CASES** argued and determined in the HIGH COURT of CHANCERY in IRELAND, during the time of Lord Chancellor SUGDEN; commencing with Michaelmas Term, 1841. By HENRY CONNOR and JAMES A. LAWSON, Esqrs., Barristers at Law.

\* This part contains all the cases of Hilary Term, 1842.  
Dublin: Andrew Milliken, 104, Grafton-street, bookseller to the Hon. Society of King's Inns. London: Messrs. Stevens & Norton; S. Sweet; and all the Law Booksellers.

Early in May will be published, in 1 vol., royal 8vo., **THE PRACTICE of the HOUSE of LORDS and of the PRIVY COUNCIL upon APPEALS, WRITS of ERROR, and DIVORCE**, with a Selection of Leading Cases. By JOHN MACQUEEN, Esq., of Lincoln's Inn, Barrister at Law. Also, in 1 vol., royal 8vo.,

**A PRACTICAL TREATISE on the LAW of EVIDENCE.** By SIMON GREENLEAF, Barrister, and Professor of Law at Harvard University.

A. Maxwell & Son, Law Booksellers and Publishers, Bell-yard, Lincoln's-inn.

#### GREENING'S LEADING STATUTES, No. 2.

This day is published, in royal 8vo., price 4s., **A SELECTION of LEADING STATUTES**, intended principally for the use of Students, containing "THE FOREST CHARTER," "THE PETITION of RIGHT, (3 Car. 1, c. 1)," "THE STATUTE for ABOLISHING the STAR CHAMBER, and containing important Enactments as to the Writ of HABEAS CORPUS, (16 Car. 1, c. 10)," "THE PRINCIPAL HABEAS CORPUS ACT, (31 Car. 2, c. 2)," "THE HABEAS CORPUS Act of 56 Geo. 3, c. 100." Illustrated by passages selected from Blackstone, Bacon, and other authentic sources, and by references to the late important cases on the subject. By HENRY GREENING, Esq., of Lincoln's Inn, Special Pleader.

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#### LAWs, CUSTOMS, &c. OF THE CITY AND PORT OF LONDON.

This day is published, in 8vo., price 16s., boards, **A PRACTICAL TREATISE on the LAWs, CUSTOMS, and REGULATIONS of the CITY and PORT of LONDON**, as settled by Charter, Usage, and Bye Law or Statute. By ALEXANDER PULLING, Esq., of the Inner Temple.

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"The suggestion of Master Dax, in his very able letter to the Lord Chancellor, to have a jurisdiction for causes of inferior amount within the jurisdiction of the superior courts, is a very valuable one; and we would impress it upon our readers, and those persons in authority who have the conduct of the alterations now about to be made."—*Legal Observer*.

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#### NEW BOOK OF PRACTICE.

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# The Jurist

No. 277.

LONDON, APRIL 30, 1842.

PRICE 1s.

\* \* *The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—*

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Vice-Chancellor Wigram's Court .....	{ E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.	Court of Review .....
		{ F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.

LONDON, APRIL 30, 1842.

A QUESTION arising out of the Law relating to Church-Rates has recently been discussed in the Court of Queen's Bench, to which it is important we think to call the attention of our readers, as its decision will ascertain the truth or falsehood of an impression which has long prevailed, that where the sum claimed for a church-rate is less than 10*l.*, and the validity of the rate or liability of the defendant is not disputed, but it is merely sought to enforce the payment, the magistrates have, by virtue of the 7th section of the 53 Geo. 3, c. 127, an exclusive jurisdiction. The cognisance of church-rates belongs to the Spiritual Courts, and before the passing of the above statute, they could only be sued for and recovered in those Courts. (Degge, p. 1, c. 12; Gibson, 195; and 5 Rep. 66). But the proceedings in such Courts being attended with great delay and expense, and the sum sued for in most instances but small, the costs of the suit bore a very inordinate proportion to the debt itself; in consequence of which, when any person refused to pay a church-rate, it was either not enforced at all, or, if enforced, the proceedings were very oppressive, and much scandal was caused by them. To remedy this, among other evils of a like character, the 53 Geo. 3, c. 127, was passed; and by sect. 7 of that act, reciting, that it was expedient that church-rates or chapel-rates of limited amount, unduly refused or withheld, should, in certain cases, be more easily and speedily recovered, it was enacted, that if any one duly rated to a church-rate or a chapel-rate, the validity whereof had not been questioned in any Ecclesiastical Court, should refuse or neglect to pay the same sum at which he was so rated, it should and might be lawful for any one justice of the peace of the same county, riding, city, liberty, or town corporate, where the church or chapel was situated, in respect whereof such rate should have been made, upon the complaint of any

churchwarden or chapel-warden, who ought to receive and collect the same, by warrant under the hand and seal of such justice, to convene before any two or more such justices of the peace any person so refusing or neglecting to pay such rate, and to examine upon oath into the merits of the said complaint, and by order, under their hands and seals, to direct the payment of what should be due and payable in respect to such rate, so as the sum ordered and directed to be paid as aforesaid did not exceed 10*l.* over and above the reasonable costs and charges; and, after providing an appeal to the next quarter sessions, the section provides, that nothing therein contained should extend to alter or interfere with the jurisdiction of the Ecclesiastical Courts to hear and determine causes touching the validity of any church-rate or chapel-rate, or from proceeding to enforce the payment of any such rate, if the same should exceed the sum of 10*l.*, from the party proceeded against; and provided likewise, that, if the validity of such rate, or the liability of the person from whom it was demanded to pay the same, were disputed, and the party disputing the same should give notice thereof to the justices, the justices should forbear giving judgment thereupon; and the person or persons demanding the same might then proceed to the recovery of their demand, according to due course of law, as theretofore used and accustomed. The first question which suggests itself in construing this proviso is, what is a sufficient notice of disputing the rate; In *R. v. Milnrow*, (5 M. & S. 248), the party summoned said to the justices, "I will bring an action against any person who ventures to levy the rate; I think I have no right to pay, I have no claim or seat in the church;" and the Court decided that to be sufficient to prevent the justices from proceeding. But in *R. v. Wrottesley*, (1 B. & Adol. 648), where the attorney of the party stated to the justices that the validity of the rate was disputed, and a caveat had been entered for the purpose

of trying the question, but did not state the objections to the rate, the court held, that the justices ought to hear the complaint; and Lord Tenterden said, "If, upon hearing, the party satisfies the justices there is a bona fide intention to dispute the rate, the proceeding before them will go no further." It would seem, therefore, that, although the justices have no power to decide upon the validity of the rate or the liability of the party summoned, yet they are incidentally to inquire into it for the purpose of judging of the bona fides of the intention to dispute. Suppose the party should state to the justices an objection manifestly untenable, are they, nevertheless, to proceed? The intention to dispute may be perfectly bona fide, although the grounds upon which that intention is founded are insufficient. The proviso does not seem calculated to effect the object for which it was inserted, and it would, we apprehend, be desirable that the party disputing the rate should be obliged to find sureties for the payment of the costs of the suit in the Ecclesiastical Court, if he should be unsuccessful, as is done in other proceedings before magistrates.

But the question to which we desire most to call the attention of our readers is, as we said before, whether, in cases where the rate claimed is less than 10*l.*, and the validity of it or the liability of the party is not disputed, the jurisdiction of the justices is co-ordinate with or exclusive of that of the Ecclesiastical Court.

From the passing of the 53 Geo. 3, c. 127, until 1830, it was the understanding of both the profession and the public that the justices had an exclusive jurisdiction. The doubt, however, arose in *Ricketts v. Bodenham*, (4 Adol. & Ell. 433), which was an application for a prohibition to the Ecclesiastical Court, on the ground, that the statute took away the jurisdiction; and the Court in that case seem to have thought, that the jurisdiction of the Ecclesiastical Courts was, by implication, taken away; but the application was refused, on the ground that, upon examining the proceedings, the validity of the rate appeared to be disputed. The point was again raised in *Thorogood's case*, (12 Adol. & Ell. 183; 4 Jur. 937), where the Court said, it was not necessary for them to decide upon it, as it lay on the defendant to shew the exception to the jurisdiction of the Ecclesiastical Court, and not on that Court to negative its existence. And in *Reg. v. Baines*, (12 Adol. & Ell. 210), the decision was to the same effect. In the recent case of *Richards v. Dyke*, not yet reported, and in which the Court has taken time to consider its judgment, the question was raised by a demurrer to a declaration in prohibition, on the ground that, as the rate demanded of the plaintiff in prohibition was less than the sum of 10*l.*, and there was no dispute as to the validity of the rate, or the plaintiff's liability, the Ecclesiastical Court had no jurisdiction; and it was contended, in argument, that the object of the statute was to give a greater facility for the recovery of church-rates; and as the Ecclesiastical Court was not expressly deprived of jurisdiction, it could not be taken away by inference only; against which it was urged, that the object of the legislature was to put an end to the scandal which had been caused by the suits in the Ecclesiastical Courts. With respect to the proviso upon which this doubt arises, it is to be observed, that the

rule is, that a statute creating a new jurisdiction ought to be construed strictly, and the jurisdiction of the superior courts is not to be ousted but by express words or necessary implication. (10 Rep. 75; Stra. 258). *Ricketts v. Bodenham* the court thought, that, by the words "that nothing contained in the act should extend to alter or interfere with the jurisdiction of the Ecclesiastical Courts to hear and determine causes touching the validity of a rate, or from enforcing its payment if the same should exceed 10*l.*," a distinction was made between suits in which the validity of a rate was questioned, and those in which the only object was to enforce payment. Effect may, however, be given to these words, by holding that the jurisdiction of the justices is only co-ordinate and not exclusive as even in the former case, the jurisdiction of the Ecclesiastical Courts is altered and interfered with, and the implication that the justices have an exclusive jurisdiction is not a necessary one. If, as is probable, the Legislature at that time had in view, rather the ease and speedy recovery of church-rates, than the relief of the rate-payers, it is not an unnatural construction of the clause to hold that it was not to be compulsory upon the churchwardens to proceed before the justices and that they may still, if so advised, proceed at once in the Spiritual Courts. Nor does the latter provision necessarily militate against this view, as that may only shew that the churchwardens shall be obliged, when there is a question proper to be decided by the Spiritual Courts, to have it so decided.

An analogous case to the present may be found in the acts relating to the recovery of tithes. By the 5 & 6 Will. 4, c. 74, it is expressly provided, that no proceedings shall be had in the superior courts for the recovery of tithes under the yearly value of 10*l.*, but that the person to whom the same is due shall proceed before the justices; although the 7 & 8 Will. 3, c. 6, which first gave the justices jurisdiction, provided by sect. 8, that where the party insisted upon a right to be freed from the payment of the tithe, the justices should forbear to give judgment. If it were necessary in the last case expressly to exclude the jurisdiction of the superior courts, we think it a reasonable construction of the section relating to church-rates to hold, that, without such an express enactment, the jurisdiction of the superior courts is not taken away. If, however, the Court of Queen's Bench, before whom the question is now pending, shall decide, as we think they will, that the churchwardens are not to be compelled to proceed before the Justices, we apprehend it will be a proper case for the interference of the Legislature; for it cannot but be dangerous, at the present time, to leave in the churchwardens a power to sue in the Spiritual Courts for any sum, however small. Whatever the decision of the Court may be, it would be desirable that the matter should be set at rest by a legislative enactment.

#### COURT OF QUEEN'S BENCH.

5 VICTORIA—April 26, 1842.

This Court will, on Saturday the 14th day of May next, hold Sittings, and will proceed in disposing of the business now pending in the Special and New Trial Papers, and in giving Judgment in pending cases.  
By THE COURT.



## NEW ORDERS.

The profession, it is to be hoped, are now beginning to relax the hostility with which, it was alleged, they regarded the Orders of August last. We say alleged, because we were never disposed to believe that the profession did really feel hostile to the alterations in practice which those Orders were intended to bring about. The principle upon which they were founded was, or ought to have been, sufficient to conciliate the minds of all honest practitioners, and to have secured their ready assistance in putting a fair construction upon them. Surely, to an honest man, it were worth the labour which he must bestow upon the subject, in order to understand the practical working of them, if he should find, that, in their results, they would tend to contribute to the benefit of the suitor, by abridging the length and lessening the difficulties of the suit. Surely if, in addition to their various duties and important avocations, judges and other eminent persons will consent to devote their time to the consideration of abuses, and the application of appropriate remedies, the humble practitioner cannot be heard to complain, that the promulgation of these remedies throws upon him the hard necessity of extending his labours, in order to appreciate and understand them. Some complaints, violent and clamorous indeed, were uttered against the Orders as soon as they appeared—before perhaps they were read—certainly before they were understood. They were, forsooth, the crude production of a judge retiring from the legal world, and eager to leave to the profession an earnest of his extra-judicial labours. They were promulgated at the wrong time. They would interfere with the working of the new Vice-Chancellor's courts, and again, the new Vice-Chancellor's courts would interfere with the working of the Orders. One writer tells us that they are still sub judice, although in the next line he proceeds to pass a severe sentence upon them\*. We would ask those from whom these complaints came, were they candid? Were they not premature? We feel confident that the practical working of the Orders will be the best confutation of such hasty objectors.

In furtherance of the principle upon which the Orders of August last were based, another budget of Orders, bearing date 11th April, 1842, has made its appearance, and as they tend to enlarge or restrict, or in some way to modify the operation of the former Orders, we have thought that it may be serviceable to some of our readers to point out the reasons which it is presumed gave rise to them.

The 6th and 9th Orders of August, 1841, shortened the process of contempt for compelling an answer after appearance, by abolishing the intermediate steps of attachment with proclamations, writ of rebellion, and the order for the Serjeant-at-Arms, which were found to be unnecessarily long and expensive, and declared, that the plaintiff should be entitled, upon the sheriff's return of non est inventus, to a writ of sequestration, in the same manner as, under the old practice, he was entitled to such writ upon the like return made by the Serjeant-at-Arms. This alteration in the practice unquestionably conferred a great boon upon the plaintiff, while the requirements of the 9th Order protected the defendant from being taken by surprise. Nevertheless, it fell short of the great desideratum which it was framed to meet; inasmuch as, in cases where the plaintiff was desirous of having his bill taken pro confesso, it still left him under the necessity of carrying out the process of attachment to its final issue, and also of awaiting the return of the Serjeant-at-Arms, before he could fully avail himself of the benefit of Sir Edward Sugden's Act, 1 Will. 4, c. 36, s. 15, rule 1.

In order, therefore, to facilitate the process of taking

a bill pro confesso, the first of these Orders declares, that where the defendant shall not have put in his answer in due time after appearance, and the plaintiff shall be unable, with due diligence, to procure an attachment to be executed against him, by reason of his being out of the jurisdiction, or being concealed, or for any other cause, such defendant shall, for the purposes of this Order, be deemed to have absconded to avoid process, i. e. without such proof of his having actually absconded to avoid process as was required by the 3rd section of Sir E. Sugden's Act. And in order to warn the defendant of the consequences of his neglect, and that he may not have the plaintiff's case established against him without due notice, the Order provides, that where a defendant who may, under the above definition, be deemed to have absconded, shall have appeared by his own clerk in court, or where, an appearance having been entered for him, he shall have afterwards appeared by his own clerk in court, (in each of which cases he may be supposed to be personally conusant of the proceedings in the cause), the plaintiff may proceed [in the manner therein prescribed] to get his bill taken pro confesso. So, in cases where a defendant, who may be deemed to be in the same predicament, shall have had an appearance entered for him, but shall not afterwards have appeared by his own clerk in court, the plaintiff, upon the insertion of a notice to that effect in the London Gazette, in manner therein prescribed, (which is the most feasible mode of making the defendant aware of the consequences of his neglect), may proceed to get his bill taken pro confesso.

This Order then places the process of taking a bill pro confesso upon the same footing with the practice established by the 21st and 44th Orders of August, 1841, viz. upon the default of the defendant to plead, answer, or demur, of filing a note traversing the case made by the bill, upon which, if the cause should come to a hearing, the plaintiff can take a decree absolute in the first instance. The result of decrees taken under these two processes is altogether different. In the latter case, the plaintiff must take such a decree as he can support by his pleadings and evidence; but a decree pro confesso is made upon the reading of the bill and taking the case made by it to be true. It is obvious that, in some instances, it will be to the plaintiff's advantage to establish his case by proofs, and in others it will be more advantageous for him to have his case admitted to be true: either course is now equally open to him. The 3rd section of Sir E. Sugden's Act, which allowed a defendant who had absconded, and against whom the bill had been taken pro confesso, or his representatives, to come in and answer the bill at any time within seven years, before which time the decree could not be made absolute, is abrogated by this Order; and it is left to the discretion of the court to make the decree pro confesso in the first instance, or at such time and upon such further notice as, under the circumstances of the case, it may think proper.

It will be observed, that where the absconding party shall have appeared by his own clerk in court, the plaintiff may give notice to the clerk in court that he will move on a certain day, (being not less than fourteen days after the service of such notice), that the bill may be taken pro confesso. This motion it should seem may be made before the sheriff's return of non est inventus, but it must be supported by sufficient evidence to satisfy the court that the defendant ought to be deemed to have absconded. No intimation is given by this Order (as was done by the 8th and 9th Orders of August, 1841) of what will be deemed sufficient evidence to satisfy the court; but it is presumed, that an affidavit will be required of the same description as that prescribed by the first rule of Sir E. Sugden's Act. See *Handfield v. Woolley*, (4 Sim. 122); *Wright v. Green*, (2 R. & M. 93); *Pugh v. Pugh*, (2 M. & K. 358). But where the

\* Daniel's Considerations &c, p. 12.

defendant has had an appearance entered for him, and has not afterwards appeared by his clerk in court, the plaintiff must publish in the London Gazette a notice, that, on a day not less than four weeks from the first insertion of such notice, he will move to take the bill pro confesso. The notice is to be repeated once in every week from the first insertion, up to the time for which the notice is given. The affidavit required in this case will be similar to the one required in the other case; and proof of the due insertion of the notice in the Gazette must be added. In both cases, it is submitted, the certificate of the Six Clerk that the answer has not been filed will be requisite.

Order II.—The practice with respect to infant defendants, in order to compel them to appear or answer, was, it will be remembered, to bring them to the bar of the court, and there to assign them a guardian, to appear and put in their answer. This practice had become, to say the least of it, useless and unmeaning. It was necessary that the infant, of however tender an age, or at however great a distance he might live, should appear (puling perhaps in his nurse's arms) at the bar of the court, there to have assigned to him a guardian ad litem, who might, as in the case of an appointment of a guardian upon petition, be as well assigned to him in his absence. Under the old practice, the court would dispense with the infant's appearance in the case only of inability through illness to attend, or where he was abroad. (*Jongama v. Pflod*, 9 Ves. 267; *Luskington v. Sewell*, 6 Mad. 28; *Smith v. Palmer*, 3 Beav. 10\*). This absurdity is removed by the order now under consideration, which provides for the security of the infant defendant; that, upon default made by him in not appearing to or not answering the bill, the court may upon motion order that the senior Six Clerk not towards the cause, may be assigned guardian of such infant defendant, by whom he may appear to and answer, or may answer the bill and defend the suit.

This motion must be supported by proof that the defendant is an infant; and if he has not appeared, that the subpoena was duly served. Six days' notice of the motion must, after the expiration of the time for answering or appearing, be served upon or left at the dwelling-house of the person with whom or under whose care the infant is at the time of service; the master for instance with whom, or the tutor of the college in which, the infant may be residing. The notice must also be served upon or left at the dwelling-house of the father or guardian (if any) of the infant, unless the court shall think fit to dispense with such last-mentioned service. This last requisite is for the better protection of the infant, whose father or guardian is *prima facie* the proper person to support his interests. But it is easy to imagine cases in which the court might with advantage dispense with the intervention of the father or guardian; for instance, where he is a person of profligate habits, to whose protection the court would not safely assign the protection of the infant's interests; or where, by reason of his absence from the country, he would be unable to watch over them.

Order III.—When a defendant had not caused an appearance to be entered for him by his own Clerk in Court, the plaintiff, if desirous of serving him with any notice requiring personal service, was obliged to obtain a special order for that purpose. This Order does away with that unnecessary expense and delay, and provides that the plaintiff shall, without special leave of the court, be at liberty to serve any notice of motion, or other notice, or any petition, personally or at the dwelling-house or office of any defendant, who, having been served with a subpoena to appear and answer, shall not have caused an appearance to be entered by his Clerk in Court at the proper time.

\* See contra, *Tappen v. Norman*, 11 Ves. 563, where it was said a commission must go.

Order IV.—By this Order is postponed sine die the operation of the first five Orders of August, 1841. These five Orders have been universally condemned, as establishing a method of serving writs, notices, orders, &c. not requiring personal service, which would (we may now say confessedly) have been found, in its practical application, to be inconvenient and cumbersome. They were, it will be remembered, suspended, by an Order of the 19th November, 1841, until the first day of Easter Term, 1842; and, from the further suspension of these we may fairly infer that the system proposed by them had received its death-blow, and, as far as the public are concerned, the old question as to the feasibility of abolishing the present method of service, and establishing a method more simple and not less certain as to its object still remains undecided.

Order V.—This Order is intended to obviate the expense of an application to the court for leave to file a note, under the 21st Order of August, 1841, by which (it will be remembered) the plaintiff was enabled, at the expiration of the time allowed to a defendant to plead, answer, or demur, not demurring alone, to file a traversing note, a copy of which was to be served on the defendant, in the same manner as a subpoena. These requisitions, it is presumed, have been considered adequate to the protection of the defendant. If the plaintiff do not comply with them, the consequence of his miscarriage will fall upon himself, and the expense of an application to the court has accordingly been dispensed with.

Order VI.—This effects certain emendations in the 10th, 11th, 12th, and 47th Orders of August, 1841. The 10th Order had abolished the ancient but cumbersome writ of execution, which was, in the process of enforcing obedience to a decree or order, what the writ of subpoena is in enforcing an appearance or answer. It had also abolished the writ of attachment for the purpose of enforcing obedience to any order or decree. This Order in effect restores to that process the writ of attachment, which in some cases may be a preferable mode of enforcing obedience to an order, inasmuch as it is a less expensive and perhaps a less hostile proceeding than the sending the Serjeant-at-Arms, and may, in a case of no great contumacy, suffice to enforce compliance. It is, therefore, provided by the 11th Order, that if any party, who is by any order or decree ordered to pay money, or to do any act in a limited time, i. e. where the presence of the party is not essential to the performance of the decree, shall, after due service of such order or decree, refuse or neglect to obey the same, the party prosecuting such order or decree shall, at the expiration of the time limited for the performance thereof, be entitled to a writ or writs of attachment against the disobedient party. The writ, it is presumed, will issue as under the old practice, upon affidavit of due service of the order or decree, and of the default in obeying it. The Order goes on to provide, that in case the disobedient party shall be taken or detained in custody under such writ of attachment, without obeying the order or decree, then the party prosecuting the same shall, upon the sheriff's return that he has taken or detained such party\*, be entitled to a commission of sequestration in the first instance. But in case the sheriff shall return non est inventus, the party prosecuting the order or decree is left to his option whether he will sue out a commission of sequestration in the first instance, or whether he will have recourse to the Order for the Serjeant-at-Arms, and such other process as he was under the old practice entitled to, upon a return non est inventus made by the commissioners of rebellion, i. e. to a commission of sequestration upon the return of the Serjeant-at-Arms.

The alteration effected by this and the preceding Order is founded, it is presumed, rather upon a tender

\* This attachment, it will be remembered, is not bailable.

consideration for the disobedient party, than upon any additional advantage which the party prosecuting might derive from it. The latter, however, has the option of proceeding in that way which he may best prefer; but there are many cases, no doubt, in which he might see a necessity for measures *slightly coercive*, that would, perhaps, produce immediate compliance with his demand, and in which he would be unwilling to subject the disobedient party to the annoyance which the extreme process would inflict upon him.

The 12th Order of August, 1841, it will be remembered, provided that every Order requiring any party to do any act thereby ordered, should state the time, after service of the Order, within which the act is to be done. This part of the Order is preserved; and the only alteration effected is in the form of the memorandum required to be indorsed upon the copy of the Order which shall be served upon the party required to obey the same, by the insertion of a notice, that, in case he should neglect to obey the Order, he will be liable to be arrested under a writ of attachment, which process, as we have seen, is, under the 11th amended Order, issuable at the option of the party prosecuting the Order.

Order XLVII.—By the 47th Order of August last, a creditor who had come in and established his debt under a decree or order in a suit, was entitled to the costs of so establishing his debt, which costs were to be taxed and added to the debt. The costs of establishing the debt are, in general, simple costs, to fix the amount of which, the expensive machinery of taxation is found to be by no means necessary, and by its application would greatly add to, or in some cases perhaps would double, the amount of the original debt and the costs of establishing it. This Order provides, that the sum to be allowed for such costs shall be fixed by the Master, without taxation, at the time the Master allows the debt of such creditor, unless the Master shall think that it is a proper case for taxation, (for instance, where the bill of costs is too long for immediate settlement, or where it may appear to be full of improper items which ought to be subjected to the condensing process of taxation), in which case the Master is to tax such costs in the regular mode, and the amount is to be added to the debt when established. An exception, it is presumed, must be made to this latter part of the Order, in a case where one-sixth of the bill is taken off, in which case, according to the "regular mode," the costs of taxation will fall on the solicitor. B.

## Imperial Parliament.

### HOUSE OF COMMONS.

Tuesday, April 26.

Mr. Rodington appeared at the bar with a report from the Committee on the Southampton Election, to the effect that Mr. T. W. Fleming, a member of the House, having been called before the Committee as a witness, had refused to answer certain questions, on the ground that to do so would be on his part a betrayal of confidence reposed in him. He moved that the hon. member be directed to appear before the Committee, and to answer the questions which had been put by the Committee.

Mr. Fleming stated that the questions related to matters confided to him after the election by private friends, for no public object; but he admitted that they had relation to the expenses of the election. He then left the House.

A discussion then ensued, in which the Attorney-General said, that undoubtedly the law was that a witness was not at liberty to refuse to answer a question merely because it related to a matter of private and personal confidence, if it was material to the merits of the case. The Committee was a judicial tribunal, and they had a right to put a question to a witness if they thought it material, and he would not be absolved from the duty of answering by any such considerations as those he had stated.

Mr. O'Donnell said, that the witness had not contended that answering the question would tend to criminate him, but merely that he could not, consistently with his feelings as a gentleman, answer them. Those were feelings which in a court of law would not be allowed to protect him from answering material questions. The hon. member alluded to the case of medical practitioners, who are obliged to reveal as witnesses matters coming to their knowledge confidentially in the exercise of their profession.

The House ultimately came to a resolution, that the legal tribunal to decide upon the obligation of a witness to answer questions, is the Select Committee appointed under an act of parliament to try the matter of the petition; and that any objection he has to urge, must be submitted to that Committee, and decided by them.

The hon. member, Mr. Fleming, was then recalled and informed of this resolution by the Speaker.

## London Gazette.

TUESDAY, APRIL 26.

### BANKRUPTS.

WILLIAM COOPER, Lower Shadwell, common brewer, May 6 and June 7 at 1, Court of Bankruptcy: Off. Ass. Alsager; Sols. Brown & Co., Commercial Sale-rooms, Mincing-lane.—Fiat dated April 23.

FREDERICK JOHN MITCHELL, Aldergate-street, builder, May 6 and June 7 at 11, Court of Bankruptcy: Off. Ass. Green; Sols. Richardson & Co., 28, Golden-sq.—Fiat dated April 23.

JOHN ADAMS CATER, Hartford, brewer and maltster, May 6 at 12, and June 7 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Longmore & Swarder, Hartford; Thompson & Co., Salter's-hall, London.—Fiat dated April 21.

JOSEPH HANDS and ELIZABETH GILL, Coventry, ribbon-manufacturers, May 3 and June 7 at 12, Court of Bankruptcy: Off. Ass. Graham; Sol. Parker, St. Paul's Church-yard.—Fiat dated April 23.

HENRY MALCOLM LOW and WILLIAM MARCUS WESTERMANN, Calcutta, and CHARLES AUGUSTUS CANTOR, England, merchants and agents, May 9 at 2, and June 7 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sols. Oliverson & Co., Old Jewry.—Fiat dated April 21.

JOHN ALLEN, Penzance, Cornwall, baker and confectioner, May 10 at 2, and June 7 at 11, Court of Bankruptcy: Off. Ass. Groom; Sols. Stevens & Co., Queen-street, Cheap-side.—Fiat dated April 23.

STEPHEN JOHN ALDRICH, Manchester-buildings, Holloway, chemist and druggist, May 6 at 1, and June 7 at 12, Court of Bankruptcy: Off. Ass. Edwards; Sol. Richardson, 20, King's Arms-yard.—Fiat dated April 21.

WILLIAM HUME KING, HENRY KING, and DAVID KING, Old-street-road, and Horn's-row, Shoreditch, coach-builders, May 6 at 1, and June 7 at 11, Court of Bankruptcy: Off. Ass. Lockington; Sol. Gray, jun., Flemmings-street, Kingsland-road.—Fiat dated April 25.

SAMUEL SPEAKMAN, Preston, Lancashire, ship and boat builder, May 19 and June 7 at 11, Town-hall, Preston: Sols. Blackhurst & Son, Preston; Mayhew & Co., 26, Carey-st., Lincoln's-inn.—Fiat dated April 15.

JAMES WATT, Liverpool, merchant, May 10 and June 7 at 1, Clarendon-rooms, Liverpool: Sols. Wagstaff & Co., Warrington; Sharpe & Co., 41, Bedford-row.—Fiat dated April 21.

EDWARD HARE, Corby, Lincolnshire, liquor merchant, May 11 and June 7 at 12, Hotel, Stamford: Sols. White & Kewney, Grantham; Taylor & Co., 14, John-street, Bedford-row.—Fiat dated April 20.

CHARLES HOLEBROOK, Uttoxeter, Staffordshire, plumber and glazier, May 6 at 10, and June 7 at 12, Swan Hotel, Wolverhampton: Sols. Colmore & Beale, Birmingham; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated April 15.

WILLIAM BRAIN, Maoben, near Risca, Monmouthshire, general shopkeeper and brewer, May 10 and June 7 at 1, Commercial-rooms, Bristol: Sols. Leman, or Priedaux & Son, Bristol; Blower & Vizard, 61, Lincoln's-inn-fields.—Fiat dated April 15.

**JOSIAH BALLINGER**, Cheltenham, Gloucestershire, livery-stable-keeper, May 13 and June 7 at 12, Royal Hotel, Cheltenham: Sols. Shirreff, 7, Lincoln's-inn-fields.—Fiat dated April 20.

**SAMUEL LEES**, Manchester, innkeeper and eating-house-keeper, May 10 and June 7 at 11, Commissioners'-rooms, Manchester: Sols. Lees, Manchester; Adlington & Co., Bedford-row.—Fiat dated April 5.

**MARTHA BROWN** and **SAMUEL BROMLEY**, Denton, Manchester, hat-manufacturers, May 9 and June 7 at 10, Commissioners'-rooms, Manchester: Sols. Casson & Withington, Manchester; Milne & Co., Temple.—Fiat dated April 21.

**ROBERT ADAMS**, Manchester, butter and provision merchant and flour-dealer, May 10 and June 7 at 11, Commissioners'-rooms, Manchester: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated April 22.

**JOHN GROVES**, Manchester, warehouseman, May 10 and June 7 at 10, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. & C. Baxter, 48, Lincoln's-inn-fields.—Fiat dated April 21.

**JOSEPH RADFORD**, Appleby, Westmoreland, draper, May 13 and June 7 at 12, Commissioners'-rooms, Manchester: Sols. Ogden, Manchester; Makinson & Saunders, 3, Elm-court, Temple.—Fiat dated April 26.

**JOHN MOORE**, Wellington, Shropshire, nurseryman, provision-dealer, and seedsman, May 10 and June 7 at 11, Shirehall, Shrewsbury: Sols. Garbett, Wellington; Newman, 43, Lincoln's-inn-fields.—Fiat dated April 20.

**BENJAMIN BARLOW**, Weymouth, and Melcombe Regis, Dorsetshire, wine and spirit-merchant, May 2 and June 7 at 11, Antelope Inn, Dorchester: Sols. Phillips, Weymouth; Baxendale & Co., Great Winchester-street.—Fiat dated April 19.

**WILLIAM JOHNSON**, Birmingham, ironmonger, April 28 and June 3 at 2, Waterloo-rooms, Birmingham: Sols. Tarleton, Birmingham; Wilkinson, 44, Lincoln's-inn-fields.—Fiat dated April 19.

**JAMES LOCKWOOD** and **GEORGE LOCKWOOD**, Wakefield, Yorkshire, and St. John's, New Brunswick, North America, linen and woollen drapers, and merchants, May 6, Sessions-house, Wakefield, and June 7, Commissioners'-rooms, Leeds, at 11 each day: Sols. Taylor and Westmoreland, Wakefield; Adlington & Co., 1, Bedford-row.—Fiat dated April 19.

**PETER LOYALL**, Kingston-upon-Hull, miller, May 7 and June 7 at 11, Lion Hotel, Glamford Briggs, Lincolnshire: Sols. Mason, Lincoln; Nicholson & Hett, Brigg; Willis & Co., 6, Tokenhouse-yd., Lothbury.—Fiat dated April 19.

#### MEETINGS.

*John H. Bazley*, Manchester, warehouseman, May 25 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, and. ac. and div.—*Sarah Partridge*, Birmingham, victualler, May 10 at half-past 1, Waterloo-rooms, Birmingham, pr. d.—*R. Pallier*, Moorgate-st., London, saddler, May 6 at 12, Court of Bankruptcy, ch. ass.—*Wm. Ridge*, Chas. Ridge, and *Wm. Newland*, Chichester, Sussex, bankers, May 20 at 11, Dolphin Inn, Chichester, last ex. sep. est. *W. Ridge* and *C. Ridge*; May 21 at 11, div. joint est.—*I. N. Wigney* and *C. Wigney*, Brighton, Sussex, bankers, May 3 at 11, Town-hall, Brighton, last ex.; May 10 at 11, pr. d.—*John Newstead* and *Joseph Hestall*, Regent-st., lacemen, May 19 at 12, Court of Bankruptcy, aud. ac. and div.—*Wm. Barnfield*, jun., Mark-lane, wine and spirit merchant, May 19 at 1, Court of Bankruptcy, aud. ac. and div.—*John Knowles*, *Henry Rodwell*, *Geo. R. Parker*, and *John Thos. King*, Throgmorton-st., silk brokers, May 20 at half-past 10, Court of Bankruptcy, aud. ac. and div. sep. est. *J. Knowles*—*John Dennis*, sen., and *John Dennis*, jun., Tooley-st., linen-draper, May 18 at 11, Court of Bankruptcy, aud. ac.—*Chas. Dod* and *Henry Bent*, Riches-court, Lime-st., ship-brokers, May 18 at 11, Court of Bankruptcy, aud. ac.—*Wm. Young*, Milford Nursery, near Godalming, Surrey, nurseryman, May 18 at 11, Court of Bankruptcy, aud. ac.—*Geo. Donaldson*, Pall-mall, watch-maker, May 18 at 12, Court of Bankruptcy, aud. ac.—*Jas. Buckett*, Great Bourton, Oxfordshire, sheep-dealer, May 20 at 11, White Lion Inn, Banbury, aud. ac.—*Bartholomew Berrill*, Liverpool, merchant, May 18 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Wm. Hague*, *Saml. Hague*, and *Wm. Shatwell*, Manchester, commission agents, June 7 at 2, Commissioners'-rooms, Manchester, first and fin. div.; at 3, aud. ac. sep. est.

*W. Shatwell*.—*Rich. Hazell*, Ramsbury, Wiltshire, c. dealer, May 31 at 10, Bear Inn, Wantage, Berkshire, aud.—*John Poile*, Westhoathly, Sussex, dealer and chapman, 17 at 12, Court of Bankruptcy, fin. div.—*Thos. Gorton*, jun. Grosvenor-row, Piccolo, bookseller, May 19 at half-past Court of Bankruptcy, div.—*Ralph Harris*, Lower Thames-merchant, May 19 at half-past 2, Court of Bankruptcy, div.—*Thos. Giles*, St. John's-lane, Clerkenwell, wire-work May 19 at 2, Court of Bankruptcy, div.—*Peter H. Abbi*, King's Arms-yard, Moorgate-st., merchant, May 19 at Court of Bankruptcy, div.—*R. J. S. Mellin*, Wakefield, Yorkshire, dyer, May 19 at 10, Commissioners'-rooms, Leeds, d. and aud. ac.; at 11, div.—*Henry Hepworth*, Leeds, clo. manufacturer, May 20 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 3, fin. div.—*Thos. Smith* and *J. H. Dowell*, Gloucester, money scriveners, May 2 at 12, Whitcombe Co.'s, Gloucester, aud. ac.; at 2, div.—*Joe. Oakes*, Sheffield, merchant, May 18 at 12, Town-hall, Sheffield, aud. ac.; at fin. div.—*Wm. Pleyne*, Gloucester, saddle and harness maker May 2 at 10, Bailey's, Gloucester, aud. ac. and fin. div.—*J. R. binson*, Leeds, cloth-merchant, May 19 at 12, Commissioners rooms, Leeds, pr. d. and aud. ac.; at 1, fin. div.—*C. Webb*, sen., Hulme, Manchester, banker, May 14 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Thos. Mosser*, Kensington, near Liverpool, common brewer May 21 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 11 div.—*Robt. Tovey*, Bristol, pawnbroker, May 20 at 3, Commercial-rooms, Bristol, div.—*Orlando Pidgeon*, Shrewsbury, Shropshire, tobaccoconist, May 24 at 11, Shire-hall, Shrewsbury, div.—*Joshua Saunders*, Cambridge, and Chertiston miller, May 17 at 10, Hoop Hotel, Cambridge, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before May 17.*

*Robt. L. Dawson* and *Patrick Vance*, Liverpool, merchants—*James Coles*, Victoria Iron Works, Bedwelty, Monmouthshire, apothecary.—*Joseph Mason*, Manchester, hosier.—*J. B. Prichard* and *Jas. R. Craft*, Liverpool, oil-merchants.—*Julius Caesar Mott*, Loughborough, and Leicester, wine and spirit merchant.—*Edw. Bentley*, Manchester, tea-dealer.—*W. Wyllie*, Castlebar-park, near Ealing, merchant.—*T. Steeman*, Tenby, Pembrokeshire, wine and spirit merchant.—*T. Lyster*, Manchester, corn and flour factor.

#### PARTNERSHIPS DISSOLVED.

*S. G. Gardom* and *Thos. Jas. Maltby*, Threadneedle-st., attornies, solicitors, and conveyancers.—*John Carter* and *William Lindsell*, Raymond-buildings, Gray's-inn, attornies and solicitors.

#### SCOTCH SEQUESTRATIONS.

*David Scott*, Ormiston Mains, farmer.—*John Greig*, Edinburgh, horse-hirer.—*Jas. Black*, Barrelwell, Brechin, farmer.—*Jas. Scott*, Milngavie, Stirlingshire, mason.

#### INSOLVENT DEBTORS.

*Saturday, April 23, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Charles Ware*, Northfleet, near Gravesend, butcher, No. 33,597 C.; *Alex. Wiseman*, assignee.—*Jos. Curtis*, Bradford, Yorkshire, joiner, No. 53,992 C.; *Isaac Denby*, assignee.—*Benj. Root*, jun., Langley-mill, Nottinghamshire, miller, No. 58,772 C.; *Wm. Barber*, assignee.—*Joseph Ford*, Worksop, Nottinghamshire, baker, No. 58,318 C.; *Wm. Denman*, assignee.—*Wm. Bowers*, Openshaw, near Manchester, hatter, No. 58,877 C.; *Jas. Philips*, assignee.—*J. Haylock*, Flinton, Cambridgeshire, schoolmaster, No. 58,483 C.; *Thos. Hayton*, Chappell, assignee.—*B. Varley*, Clithero, Lancashire, farmer, No. 58,999 C.; *Rich. Threlfall*, jun., and *W. Bailey*, assignees.—*The Rev. William Henry Tuer*, Cheadle-beath, Stockport, Cheshire, clerk, No. 58,398 C.; *Paul Barker* and *John T. Baron*, assignees.—*William Billelt*, Overton, Hants, licensed victualler, No. 59,385 C.; *James Compton* and *Roger Lamb*, assignees.—*John Furbank*, Cambridge, grocer, No. 58,265 C.; *Michael Heady* and *Thos. Furbank*, assignees.—*Eli Dowell*, Stonehouse, Gloucestershire, retailer of beer, No. 58,966 C.; *Jas. Isacke*, assignee.—*IV. Price*, jun., Tredegar Iron-works, Monmouthshire, attorney, No. 58,996 C.; *John Williams*, assignee.—*Rich. Smedley*, Nuttall, Nottinghamshire, victualler, No. 58,029 C.; *Francis Poole*, assignee.—*Chas. Cook*, Liverpool, in no business, No. 59,054 C.; *Edw. Haggard* and *Wm. Colchester*, assignees.—*Wm. Bishop*, jun., Nottingham, boot

maker, No. 59,250 C.; John Thorpe, assignee.—*Dan. Tawney*, Landown Turnpike-gate, Gloucestershire, turnpike-gate-keeper, No. 59,004 C.; Josiah T. Paul, assignee.—*Susannah Owen*, Newtown, Montgomeryshire, shopkeeper, No. 59,136 C.; James Brotherton, assignee.—*John Pugh*, Pendron, Kerry, Montgomeryshire, farmer, No. 59,142 C.; John Evans, assignee.—*Wm. Ward*, Masbro, Rotherham, Yorkshire, out of business, No. 58,202 C.; T. Badger, assignee.—*A. M. Carter*, Fishgate, Preston, Lancashire, tailor, No. 58,825 C.; Joseph Scott, assignee.—*W. Stephenson*, Spring-dale, near Burlington, Yorkshire, farmer, No. 54,995 C.; Lawrence Stephenson, assignee.—*R. Wilson*, Liddington, Wilts, tailor, No. 58,858 C.; J. Stale, assignee.—*Hannah Baile*, Rudwood Willey, Salop, schoolmistress, No. 58,762 C.; Daniel de La Cherois Gearley, assignee.—*Wm. Thos. Dickenson*, Beccston, Nottinghamshire, dyer, No. 59,239 C.; Wm. Burgess, assignee.—*T. Henshaw*, Penkridge, Staffordshire, victualler, No. 58,392 C.; Frederick Crabb, assignee.—*Geo. Harvey*, Leigh, Essex, plumber, No. 58,657 C.; W. Parker, assignee.—*John Irvine*, jun., Gosport, Southampton, tea dealer, No. 59,238 C.; G. Soaper, assignee.—*Wm. Lulyn*, sen., South-crescent, Bedford-sq., Tottenham-court-road, dentist, No. 52,806 T.; Hen. Cooke, assignee.—*Edw. Mathew*, Melbourne-sq., Brixton-rd., Surrey, plumber, No. 52,833 T.; Wm. Jas. Buck, assignee.—*John Grigg*, Red Lion-passag, Red Lion-sq., cab driver, No. 52,738 T.; Geo. Hicks, assignee.—*Robert M. Hague*, Richmond-green, soda-water manufacturer, No. 52,772 T.; Wm. Drew, assignee.—*Charlotte G. Day*, Bayswater, widow, No. 52,743 T.; Thos. Gaylor, assignee.—*Wm. F. L. Westall*, East-st., Red Lion-sq., licensed victualler, No. 52,771 T.; H. Trower, assignee.—*Jas. Edwards*, Farnham, Surrey, bailiff, No. 52,555 T.; G. Start, assignee.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Wednesday, May 18 at 9.

*Alex. Scott*, Francis-st., Tottenham-court-rd., upholsterer.—*John Hopkins*, Staple's-pl., Rope Makers-st., Moorfields, order.—*Wm. Franks*, Cock-lane, Giltspur-st., plumber.—*T. Saller*, New Church-ct., Strand, meat salesman.—*T. Sumner*, Charlotte-st., Fitzroy-sq., butcher.—*Thos. Coultas*, jun., Barking, Essex, journeyman bootmaker.

May 19, at the same hour and place.

*John Porridge*, Lime-st., Fenchurch-st., corn dealer.—*J. Blackley*, Regent-st., Hereferry-road, Westminster, out of employment.—*Wm. Geo. Smith*, John's-terrace, Princes-rd., Lambeth, out of business.—*Wm. Turton*, Dudgwell, near Gt. Berkhamstead, Hertfordshire, licensed to sell beer by retail.—*Nich. Sheel*, Lissom-grove North, St. Mary-le-Bone, out of business.—*John Purdy*, Brompton, licensed retailer of beer.—*Jas. Roberts*, Hockliffe, near Leighton Buzzard, cattle dealer.—*Jos. Johnson*, Star-st., Paddington, statutory and mason.—*Jas. Dalton*, Rahere-st., Clerkenwell, wholesale jeweller.—*T. Owen*, Upper Clapton, boot maker.—*Thos. Lord*, Old Jewry, solicitor.—*Wm. Wilson*, Edmund-place, Aldersgate-st., out of employment.

INSOLVENT DEBTORS' DIVIDENDS.

*Jas. Haves*, Colchester, Essex, victualler, April 26, Bunn's, Hadleigh, Suffolk: 6s. 6d. in the pound.—*Richard Brown*, Chalgrove, Oxford, gunsmith, April 30, Spencer's, Wallingford: 2s. 11d. in the pound.—*Wm. Parkin*, Houghton Regis, near Dunstable, Bedfordshire, general shopkeeper, May 7, Freeman's, Woburn: 2s. 0½d. in the pound.—*J. B. Reid*, High-bridge, Newcastle-upon-Tyne, staymaker, May 2, Jones's, Size-lane, London: 1s. 9d. in the pound.

MEETINGS.

*Rebecca Wilkes*, Brighthelmstone, Sussex, lodging-house-keeper, and East Cliff, Brighthelmstone, fancy stationer, May 12 at 1, Ship-street, Brighthelmstone, sp. aff.

FRIDAY, APRIL 29.

BANKRUPTS.

**GEORGE SEATH**, Leaping-bar Tavern, Blackfriars-road, victualler, May 6 and June 10 at half-past 1, Court of Bankruptcy: Off. ass. Whitmore; Sol. Michael, 9, Red Lion-square, Holborn.—Fiat dated April 28.

**FRANCIS JAMES OSBALDESTON**, St. Alban's, Hertfordshire, dealer in horses, May 6 at 11, and June 10 at 1, Court of Bankruptcy: Off. ass. Belcher; Sols. Weymouth & Green, Cateaton-st., City.—Fiat dated April 27.

**JAMES PEARCY**, St. John-st., St. Sepulchre, leather and shoe seller, May 6 at 1, and June 10 at 12, Court of Bank-

ruptcy: Off. ass. Pennell; Sols. T. & S. Naylor, Gt. Newport-st.—Fiat dated April 25.

**EDWARD COOPER**, High-st., St. Giles's, and Piccadilly, stationer, May 13 at 12, and June 10 at 11, Court of Bankruptcy: Off. ass. Johnson; Sol. Jones, Size-lane.—Fiat dated April 27.

**WILLIAM HENRY WELLS**, Goldsworthi-pl., St. Mary, Rotherhithe, builder and bricklayer, May 14 at half-past 12, and June 10 at 11, Court of Bankruptcy: Off. ass. Edwards; Sol. Snee, Pariah-st., St. John's, Southwark.—Fiat dated April 25.

**JOHN JONES**, Ynystern, Langavelach, Glamorganshire, makster and brewer, May 18 and June 10 at 11, Bush Inn, Swansea: Sols. Cuthbertson, Neath; Holme & Co., Newinn.—Fiat dated April 14.

**WILLIAM HENRY SMITH**, Manchester, hop-merchant, May 9 and June 10 at 11, Star and Garter Inn, Worcester: Sols. Bedford & Pidcock, Worcester; Bedford, 4, Gray's-inn-sq.—Fiat dated April 5.

**JAMES TURNER and THOMAS TURNER**, New Mill, Fulstone, Kirkburton, Yorkshire, clothiers, May 14 and June 10 at 10, Pack Horse Inn, Huddersfield: Sols. Stephenson & Co., Holmfirth, near Huddersfield; Battye & Co., 20, Chancery-lane.—Fiat dated April 23.

**WILLIAM KYNNESELEY and HENRY KYNNESELEY**, Tattenhill, Staffordshire, millers, May 3 and June 10 at 12, Royal Hotel, Derby: Sols. Moss, Derby; Adlington & Co., 1, Bedford-row.—Fiat dated April 19.

**JAMES BANNISTER and DINAH SIMPSON**, Liverpool, shipwrights, May 11 and June 10 at 1, Clarendon-rooms, Liverpool: Sols. Peacock, Liverpool; Dean, Essex-street, Strand.—Fiat dated April 23.

**LANCELOT BECK**, Bristol, broker, May 13 at 1, and June 10 at 2, Commercial-rooms, Bristol: Sols. Smith, Bristol; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated April 19.

**WILLIAM JOHNSON**, Birmingham, ironmonger, May 10 and June 7, Waterloo-rooms, Birmingham: Sols. Tarleton, Birmingham; Wilkinson, 44, Lincoln's-inn-fields.—Fiat dated April 19.

**EDWARD JENKINS**, Leominster, Herefordshire, tailor and draper, May 20 and June 10 at 12, Waterloo Hotel, Leominster: Sols. Hammond, Leominster; Smith, 5, Southampton-buildings, Chancery-lane.—Fiat dated April 16.

MEETINGS.

*Andrew Jopp*, Cornhill, ship and insurance broker, May 10 at 12, Court of Bankruptcy, pr. d.—*E. Oldham and T. Oldham*, Chalford, and Cheltenham, Gloucestershire, builders, May 9 at 11, Royal George Hotel, Stroud, ch. ass.—*Thomas Seddon and Geo. Seddon*, Calthorpe-place, Gray's-inn-road, upholsterers, May 9 at half-past 10, Court of Bankruptcy, last ex.—*Thos. Robinson*, Leadenhall-st., tallow merchant, May 3 at 12, Court of Bankruptcy, last ex.—*Geo. Hallett*, Ryde, Isle of Wight, draper, May 11 at 1, Pier Hotel, Ryde, last ex.—*T. F. Cosens*, Canterbury, builder, May 16 at 3, Guildhall, Canterbury, last ex.—*J. Maidlow*, Fetter-lane, builder, May 20 at half-past 1, Court of Bankruptcy, aud. ac.—*Thos. Bourne*, Norwich, Exeter, Plymouth, Tavistock, and Barnstaple, Devonshire, woollen-draper, May 20 at 11, Court of Bankruptcy, aud. ac. and fin. div.—*Adolphe Laurier and J. Lock*, Wood-st., London, importers of foreign goods, May 9 at 12, Court of Bankruptcy, aud. ac.; at half-past 12, div.—*John Burnie*, Tokenhouse-yard, merchant, May 21 at 11, Court of Bankruptcy, aud. ac.—*Robt. Skinner*, Dock-head Stone-wharf, Bermondsey, Surrey, stone-merchant, May 21 at half-past 11, Court of Bankruptcy, aud. ac.—*Geo. Schofield*, Limefield, near Bury, Lancashire, linen-draper, May 31 at 11, Commissioners'-rooms, Manchester, fin. div.; at 12, and ac.—*Thomas Beal*, Sandwich, Kent, hoyman and corn factor, May 21 at 12, Bell Inn, Sandwich, aud. ac.—*Robert Phelps*, Tewkesbury, Gloucestershire, scrivener, May 23 at 2, Swan Inn, Tewkesbury, aud. ac.—*Edward Cooper*, *Edw. Pet. Cooper*, *Benj. Cooper*, and *John Alex. Cooper*, Staverton Mills, Trowbridge, Wiltshire, clothiers, May 25 at 1, White Hart Inn, Chippenham, aud. ac.; at 2, div.—*John S. Viret and Thos. R. Kitching*, Ludgate-hill, linen-draper, May 20 at 1, Court of Bankruptcy, fin. div. joint and sep. est.—*John Maidlow*, Fetter-lane, builder, May 20 at half-past 1, Court of Bankruptcy, div.—*Sam. Martin*, Shoreditch, grocer, May 20 at 1, Court of Bankruptcy, div.—*Ann Phillips and James Phillips*, Whitechapel-road, window-glass cutters, May 10 at

12, Court of Bankruptcy, div.—*George Donaldson*, Pall-mall, Westminster, watch-maker, May 25 at 1, Court of Bankruptcy, div.—*Chas. Richardson*, Bramley, Surrey, builder, May 25 at 12, Court of Bankruptcy, div.—*Fred. T. West*, Commercial-wharf, Commercial-road, Lambeth, Surrey, coal merchant, May 24 at 12, Court of Bankruptcy, div.—*Richard Kenyon*, Cloughton, Lancashire, cotton spinner, May 23 at 11, Town-hall, Preston, aud. ac.; at 12, first and fin. div.—*Hugh W. Morgan*, Alford, Lincolnshire, grocer, May 27 at 6, Public-building, Louth, aud. ac.; at 7, div.—*Gylby Hairsine*, Pavement, Yorkshire, linen draper, June 10 at 1, Guildhall, York, aud. ac.; at 2, div.—*William Playne*, Gloucester, saddle and harness maker, May 2 at 10, Bailey's, Gloucester, aud. ac. and fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before May 20.*

*Wm. Hand*, Mollleston, Pembrokeshire, coal and culm-merchant.—*Geo. Malam*, Spalding, Lincolnshire, gas-manufacturer.—*Geo. Schonwar* and *Geo. Schonwar*, jun., Ferryby, Kingston-upon-Hull, merchants.—*James Harding*, Farnham, Surrey, builder.—*Eliza Hayes*, Pickett-st., Strand, picture-dealer.—*Chas. H. Weigall*, Conduit-st., Regent-st., tailor.—*J. E. Teversham*, Bermondsey-st., Surrey, cheesemonger.—*E. Leech*, Cinderhill, within Pilkington, Lancashire, cotton-spinner.—*Geo. Wright*, Sheffield, licensed coach-proprietor.—*Joe. Poulton*, sen., Leominster, Herefordshire, builder.—*Charles Henry Webb*, Forebridge, Staffordshire, corn-dealer.—*George Turk*, Cheltenham, Gloucestershire, saddler.—*John C. Knill*, Gloucester, tailor.—*Augustus Bohé*, Sackville-st., Piccadilly, tailor.—*Wm. Drinkwater*, Salford, Lancashire, woollen cord manufacturer.—*Robt. Skinner*, Dockhead Stone-wharf, Bermondsey, Surrey, stone-merchant.

#### SCOTCH SEQUESTERATIONS.

*Alexander Dunn*, Balgove, farmer.—*Thomas Clapperton & Co.*, Glasgow, merchants.—*John Ross & Co.*, Glasgow, commission-merchants.—*David Black*, Barreilwell, Brechin, grazier and cattle-dealer.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, May 20 at 9.*

*Moses Abitbol*, New-street, Dobson-terrace, Kennington, Surrey, general agent.—*Wm. Aaron Vice*, Crown-st., Soho, general chandler's-shopkeeper.—*John N. Mack*, Lowesdale-buildings, Aldersgate-st., baker.—*Chas. Jones*, Redcross-ct., Redcross-st., Southwark, out of business.—*Antonio Bo*, Poland-street, Oxford-street, out of business.—*Daniel Murphy*, Adam's-place, Adam-street, Rotherhithe, labourer.—*George Frederick Michæl*, Harvey-cottage, Upper Holloway, modeller.—*John Pearson*, New-wharf, Whitefriars, barman to a licensed victualler.—*Domenico Lombardi*, Pantion-square, St. James's, Westminster, foreign courier.—*David Griffiths*, White Lion-st., Pentonville, linen-draper's-shopman.—*Geo. Darkin Barwick*, High-street, Hoxton Old-town, grocer and cheesemonger.—*Jas. Stuart Gardiner*, Lower Chapman-st., St. George's East, dealer in coal on commission.

*May 21, at the same hour and place.*

*Charles Martell*, Polygon-buildings, Clapham, Surrey, horse-keeper.—*John Butlin*, Goswell-street, baker.—*John H. Lockwood*, Dalston, attorney's clerk.—*Wm. Truiler*, Farnham, Surrey, carman.

*May 23, at the same hour and place.*

*Wm. Bayliss*, Peveril Point, Coburg-road, out of business.—*Geo. Arnold*, Norfolk-place, East-street, Walworth, smith.—*Wm. Yeomans*, Worship-st., Finsbury, hat-manufacturer.—*Henry Fige*, High-street, Camden-town, out of business.—*Abel Moore*, Bayham-street, Camden-town, out of business.—*Hilton Docker*, Hatfield-street, Stamford-street, Blackfriars-road, Surrey, medical student.—*Jas. Cochrane*, Sloane-square, Chelsea, out of business.—*Wm. M'Evoe*, Harrow-road, stone-mason.—*Robt. Boucher*, Barnet, Hertfordshire, clerk in the Navy.—*Morris Davis*, Princes-street, Drury-lane, out of business.—*John Ryan*, Queen-st., Golden-square, doctor of medicine.—*John Mallett*, jun., Hooper-st., Westminster-road, barman to a beer-shopkeeper.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Charles Parry*, Circus, Minorities, ship-insurance-broker, May 2, Lang & Harvey's, Fenchurch-street: 4s. 1d. in the pound.—*Chas. Meredith*, Brunswick-place, Newington-road, Hackney, April 26, Taylor's, Stoke Newington-road: 3s. 6d. in the pound.

#### MEETINGS.

*Robert Shippey*, Cambridge, cheesemonger, May 16 at 12, Ashton's, Cambridge, sp. aff.—*John Bollans*, Bradford, Yorkshire, plumber, May 17 at 12, Smith's, Leeds, sp. aff.

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# The Jurist

No. 278.

LONDON, MAY 7, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Vice-Chancellor Wigram's Court .....	{ E. J. BEVIR, Esq. of Lincoln's Inn, Barrister at Law.	{ F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.

ERRATUM.—The signature to the article on the New Chancery Orders in our last number, should have been "H. B."

LONDON, MAY 7, 1842.

ALTHOUGH we scrupulously abstain on all occasions, in pursuance of the general plan on which THE JURIST is based, from the discussion of subjects purely political, yet we conceive that we ought not to refrain from stating and discussing matters of fact, peculiarly, and almost exclusively, within the knowledge and observation of lawyers, although such matters of fact may have a bearing more or less direct on subjects of political difference.

We shall proceed therefore to make some statements on the question of the fiscal duties imposed on the alienations of real property, as compared with those falling on the devolution of personal property. It has been frequently represented, and that in high places, that the State imposes heavy burthens, in the shape of legacy duties, on the devolution of personal property, while it imposes none on the devolution of real property; and although it has been argued, in reply to the inference flowing from the alleged distinction, that real property does bear some fiscal burthens in the shape of stamp duties on alienation, yet the extent of those burthens has been scarcely adverted to, and has been, undoubtedly, much under-rated. The notions generally prevalent on this subject are, indeed, very vague and inaccurate; and we believe that the general impression of unprofessional persons is, that the alienations or other dispositions of real estate, on which stamp duties are imposed, are not of very frequent occurrence, and that in fact those duties form an almost imperceptible charge on land. A little examination will shew, that they form on the contrary a charge of very considerable amount, probably far exceeding the amount of the charge on personal estate arising out of legacy duty. What proportion the amount of the charge raised out of

personal property, by way of stamp duty on its devolution, bears to the whole amount of such property, it would probably be very difficult accurately to determine; and it would be equally difficult accurately to determine the precise proportion borne by the amount of stamp duty paid on transfers of real property, to the total amount of such property. We can, however, by reference to general facts, well known to the profession, arrive at something like a fair estimate of the average deduction from the value of landed property, arising out of the impost levied upon it on every entire or partial transfer.

It must be observed, first, that almost every landed estate of any magnitude is re-settled regularly once in every twenty-one years, or thereabouts, on the majority or marriage of the heir in tail. It is further to be observed, that almost every such settlement creates terms, and contains powers to raise portions by mortgaging those terms; and it may fairly be believed to be assumed, that, in the great majority of cases, such powers of raising portions are exercised more than once in every thirty years. We have to add to these alienations, all bearing stamp duties, the incessant renewals of leases; the frequent mortgages for raising money required for temporary purposes; and the re-assignments of those mortgages; the not unfrequent alienations for securing annuities, and for raising charges of various kinds; the exchanges; and last, but not least, the frequent, and with reference to lands of small amount, the almost incessant passing of real estates from one hand to another by way of actual sale. On the whole, we believe we shall be under rather than over the mark, if we assume that land is, in some form, the subject of alienation bearing stamp duty, exclusive of leases, once at least in every five years. We have now before us an abstract of title, shewing not less than four alienations subject to stamp duties in one year; in another, we find one alienation in every four years and a half; and in another, four in a

little more than four years. And few conveyancers, we will venture to assert, would consider a modern abstract shewing one alienation in three or four years at all an unusual one\*. We now come to the question, what is the deduction from the value of land arising out of the stamp duties payable on such alienations? We have shewn, in a former Number of *THE JURIST*, (ante, p. 109), that, with regard to mortgages for sums between 50*l.* and 500*l.*, the average stamp duty is 1*l.* 5*s.* per cent.; and for sums between 500*l.* and 20,000*l.*, the average stamp duty is 18*s.* per cent. An examination of the ad valorem stamp duties imposed on purchase-deeds will shew, that, on transfers by way of sale, the average stamp duty for sales where the purchase-money is between 20*l.* and 500*l.* is about 1*l.* 6*s.* per cent.; and where the purchase-money is between 1000*l.* and 10,000*l.*, is about 1*l.* 2*s.* 6*d.* per cent. Assuming, therefore, that alienations by way of sale or charge take place once in five years, it would appear that, in thirty years, which is about the average duration of a life, land will pay, in the shape of stamp duties, somewhere about 7*l.* per cent. on its value. The legacy duty, on the other hand, can only be payable, speaking not of individual cases, but with reference to averages, once in a life of average duration, that is, it will be payable on the aggregate of personal property once in about thirty years; and as a very large portion of such property, viz. that passing to the widow, pays no duty at all; and a still larger proportion, viz. that passing to children, only pays 1*l.* per cent., while the highest duty of 10*l.* per cent. in the case of strangers, is paid only on a small proportion of the aggregate personal property passing by will; it seems difficult to avoid the conclusion, assuming that we have not over-estimated the frequency of alienation of real estate, that the amount of deduction from the value of such property arising from the charge of stamp duties is equal at least, if it does not exceed, that to which personalty is subject in respect of the legacy duty. In the foregoing observations, it is needless to observe, that we have been necessarily unable to do more than present an approximate statement of the actual charge on the value of real estate depending on the stamp duties payable on its alienation. To pursue the subject with strict and minute investigation, would require data which we believe do not exist at all, and if they did, would lead to an essay somewhat too purely statistical for our pages.

WHEN the present law for the trial of Controverted Elections (4 & 5 Vict. c. 58) came first into operation, we took the liberty of making some observations upon it, with regard, among other things, to the mode of constituting the committees; and we ventured to anticipate that the mode of their constitution was such as to form a body, which although apparently independent of the House, would yet be deficient in those qualities of irresponsibility as regards the tenure of office, and responsibility as regards the possession of *bonâ fide* judicial functions, which have been usually thought requisite for judicial bodies. (See 5 Jur. 665).

\* We are of course aware that, in estimating the frequency of alienation, the result to be collected from abstracts of title is not a certain test, because of course abstracts only shew the alienations of the property that is brought into the market.

The result, if we are to judge by the sentence pronounced on Election Committees by the members of the House itself, has not merely justified, but far outstripped our anticipations. Our readers will have perceived by the Parliamentary debates for some time, that scarcely a week has passed without some honourable member advertg to the inefficacy of the present law to obtain in Election Committees, that which the machinery of the 4 & 5 Vict. c. 58 was intended to produce, a strictly judicial course of proceeding in the investigation of controverted elections; and finally it is proposed, as will be perceived by our Parliamentary Summary in this day's *Jurist*, to bring in a bill to amend the law generally, and in particular, to substitute the Judges for the Chairman's Panel. There can be no question, that, to preside over a tribunal which is appointed to try legal questions, and which at the same time has every chance of having few if any eminent lawyers in its number, a chairman ought to be obtained, if possible, possessing high legal qualifications. There can be no question also, that, under the present law, there is very small chance of obtaining frequently such chairmen; and the result is, as we see, the existence of judicial bodies, unable to control their bar or their witnesses, throwing themselves constantly for protection and assistance on the superior body from whom in a great measure they hold their authority, and only assisted by that superior body by being told that the authority rests with themselves.

The unseemly struggle which has of late been going on between Election Committees and witnesses, is only one feature of that want of moral force, which, of necessity, must characterise a tribunal so constituted, as not to inspire confidence in its superior knowledge, and in its total irresponsibility to any superior power. An exercise of authority based on the unbounded power of parliament, may terminate that particular struggle, and establish a special rule of the law of evidence in regard to proceedings before Election Committees; but the germ of the struggle is in the practically unjudicial constitution of Election Committees under the 4 & 5 Vict. c. 58; and until the law is altered so as to meet that defect, the trials of Election Committees will continue, we apprehend, to be, as they are now, very unsatisfactory.

We shall certainly rejoice to see any measure brought forward, which will have the effect of infusing into the composition of Election Committees some portion of legal learning.

#### GENTLEMEN CALLED TO THE BAR.

LINCOLN'S INN.—May 3.—MacLeod Wylie, Richard Wyatt, John Beardmore, Rundolph Robinson, Francis Henry Newland Glossop, and George Bulpett, Esqrs.—May 6.—Charles John Tindal, Edward Hawkins, jun., John Compton Maul, Michael O'Brien, George Jendwine, and John Thomas Walker, Esqrs.

INNER TEMPLE.—John Small, James Hepburn, William Walsh, Frederick Nathaniel Micklethwait, Tomkyns Dew, John Jope Rogers, William Fox, William Retchie, Arthur Mills, and William Bolland, Esqrs.

MIDDLE TEMPLE.—April 15.—J. Woodhouse Simpson and E. Urch Vidal, Esqrs.

GRAY'S INN.—May 4.—Richard Lovell Browne, Esq.

## Reviews.

*Judgments as they affect Real Property.* By FREDERICK PRIDEAUX, of Lincoln's Inn, Esq., Barrister at Law. [Spettigue.]

We have more than once expressed our dislike to the epitomising style in legal literature; but it must not be understood that we take a general objection to little books. Our objection is limited to that mode of epitomising which consists in bringing a large subject within a small compass, not by condensing, but by omitting. And we do not in the least dislike, on the contrary, we lean strongly towards, books in which a subject itself of moderate compass is expounded with the utmost brevity, not by omitting material information, but by good arrangement, and a careful use of language: of this class, is the very unpretending book now before us; in which the learning upon judgments is collected with admirable precision and clearness. The author first briefly points out what was the law before the 1 & 2 Vict. c. 110, a portion of the law which is still material, inasmuch as the recent acts relating to judgments have still some cases in which the rights of a judgment-creditor will have to be determined by reference to the old law, particularly as regards the questions between a creditor under certain circumstances, and a purchaser with notice. The author next proceeds to state and discuss the principal provisions of the 1 & 2 Vict. c. 110; and the subsequent acts of 2 & 3 Vict. c. 11, 2 & 3 Vict. c. 29, and 3 & 4 Vict. c. 82. In the former part no novelty could of course be expected, as the subject has been already frequently discussed incidentally in various works. And in the latter the author labours, as all must do who write on new statutes, under the legal difficulty arising from the absence of decided cases. But he has obviously studied the recent statutes with very great care; and his exposition of them is supported by sound legal reasoning.

We find but few points on which we should incline to a different conclusion from that at which he has arrived. There is one, however, in reference to the registration of judgments under the 19th section of the 1 & 2 Vict. c. 110, on which we think his position somewhat doubtful. The 19th section of that statute enacts, "that no judgment, decree, order, or rule, shall by virtue of that act affect purchasers, unless and until a memorandum or minute containing the name and the usual or last-known place of abode, and the title, trade, or profession of the person whose estate is intended to be affected thereby, and the court and the title of the cause or matter in which the same shall have been obtained or made, and the date thereof, and the account of the debt, damages, costs, or monies thereby recovered or ordered to be paid, shall be left with the senior Master of the Common Pleas at Westminster, who shall forthwith enter the same particulars in a book in alphabetical order, by the name of the person whose estate is intended to be affected by such judgment, decree, order, or rule; and such officer shall be entitled for every such entry to the sum of 5s."

On this Mr. Prideaux observes, that "nothing more is required of the judgment-creditor, than that he shall leave the proper memorandum with the senior Master,

and pay the fee. It is not made incumbent on him to see that the officer does in fact make the entry, and the judgment security can in no degree be prejudiced by the officer's neglect." (p. 50). Now, upon the literal construction of the act, it may be observed, that it is questionable whether the words relating to the Master, "who shall forthwith enter the same &c.," are not so connected with the antecedent declaration, as to make them part of the condition on which the judgment is to take effect. And on the equity and general intent of the statute, which is made as well for the protection of purchasers as of judgment creditors, it may seem somewhat unreasonable to suppose that the legislature intended to protect the party guilty of a careless omission, and to leave the injury to be borne by the innocent party. It is to be observed also, that the officer named in the 19th clause is entitled only "for *any such entry* to the sum of 5s." A payment of the fee, therefore, for an entry not made, would not, we apprehend, be within the statute; and we do not see how such payment would put the judgment-creditor in a better situation than if he simply left the memorandum with the officer. We conclude, on the whole, that it is not quite clear, that merely leaving the memorandum would be sufficient; and that a judgment-creditor, to bring himself within the protection of this clause, would at least be bound to do all in his power to obtain an entry, viz. to deliver the memorandum with a formal demand that an entry should be forthwith made, and to make a formal tender of the fee.

We have also to complain of the very short way in which Mr. Prideaux disposes of the point in *Whitworth v. Gaugain*, on which he observes, that "this opinion of Lord Cottenham, though extra-judicial, appears to be so perfectly consistent with principle, that there can be little doubt that, if the point should come directly before the court, his view will be supported;" and with a very few more remarks on that most important case, he dismisses it altogether. We should have been glad to see the doctrine of that dictum discussed, with reference to all the learning bearing upon it, by a writer of Mr. Prideaux's acuteness; and, it seems to us, that such an inquiry would have fallen properly within the scope of his work. Subject to this very slight measure of disapprobation, we have nothing to say but what is laudatory of Mr. Prideaux's short essay, which we can safely pronounce a work of very considerable merit and utility.

The Queen has been pleased to confer the honour of Knighthood upon Cresswell Cresswell, Esq., one of the Justices of her Majesty's Court of Common Pleas.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—John Trenfield, of Chipping Sodbury, Gloucestershire; John Pick Allison, of Thirsk, Yorkshire.

The discipline of the Inns of Court in modern times sits somewhat loosely upon the members, and it might be difficult to ascertain what power of punishment the Benchers possess, except that of expulsion from Commons. It was otherwise in the olden times. From the record of a Parliament holden in the Inner Temple, (says Mr. Addison, *History of the Temple*, p. 377), on the 15th November, 3 & 4 Philip & Mary, A.D. 1558, it appears that eight gentlemen of the House in the previous reading vocation, "were committed to the *Fleede* for wilfull demenoure and disobedience to the Bench, and were worthily expelled the fellowshyppe of the House, since which tyme, upon their humble suite and submission unto the said Benchers of the said House, it is agreed that they shall be re-admitted into the fellowshyppe and into Commons again without paying any fine."

## Imperial Parliament.

## HOUSE OF LORDS.

Wednesday, May 3.

Lord Campbell inquired of the Lord Chancellor what progress had been made, and what was intended, with respect to certain law improvements which had been promised in the speech from the Throne. He wished in particular to know what was intended with respect to the Local Courts Bill, and the Ecclesiastical Courts Bill.

The Lord Chancellor said, that with respect to the Lunacy Bill, it had been read a second time, and he intended that it should be committed on Monday (the 9th). The Bankruptcy Bill had been read a first time, and he intended to move the second reading some day next week. As to the Local Courts Bill, it had been prepared some time, but he had so many contradictory and clashing feelings on the subject, that it was not quite ready to be laid on the table. He hoped to bring it in soon after the Whitsuntide recess. And the Ecclesiastical Courts Bill was prepared, and would soon be brought in.

Lord Abinger expressed a hope that the Local Courts Bill would not be brought in at all.

The Lord Chancellor gave notice that on Monday he should move the second reading of the Copyright Bill.

## HOUSE OF COMMONS.

Monday, May 2.

Mr. R. Yorke gave notice of a motion to exempt attorneys and solicitors from the payment of the annual certificate duty.

Mr. O'Connell gave notice of motion for leave to bring in a Bill to amend the Act for the trial of Controverted Elections, and to substitute the judges of the superior courts instead of the Chairman's Panel.

Wednesday, May 4.

Mr. Banks moved the order of the day for the second reading of the Special Petty Sessions Bill. The object of the Bill was to diminish the amount of criminal business at assizes, by extending the range and jurisdiction of Petty Sessions. He stated, that the advantages of the measure would be not only a considerable saving of expense, but the saving of many innocent persons from the contamination of being associated with the guilty. Under the present system, great inconvenience arose to the poorer classes, who had often great distances to travel, and to remain for several days in a crowded town for the purpose of prosecuting prisoners who intended from the outset to plead guilty. The hon. member mentioned, that, in Dorsetshire, the average expense of a prosecution was 16*l.*, and there were generally as many as sixty prisoners to be prosecuted.

Sir J. Graham objected to the principle of the Bill, which he said would make the proceedings depend, not on the nature of the offence, but on the accident of the prisoner intending to plead guilty; and the trials would take place in the absence of a sufficient bar or of legal advisers.

The Bill was ordered to be read that day six months.

## London Gazettes.

TUESDAY, MAY 3.

## DECLARATION OF INSOLVENCY.

STEPHEN VOWLES, Hotwells, Clifton, Bristol, plasterer, painter, and glazier.

## BANKRUPTS.

FRANCES JAMES OSBALDESTON, St. Alban's, Hertfordshire, dealer in horses, May 6 at 11, and June 10 at 1, Court of Bankruptcy: Off. Ass. Belcher; Sols. Weymouth & Rigby, 89, Chancery-lane.—Fiat dated April 27.

JOHN MORE, Coleman-street, City of London, merchant, May 13 and June 14 at 11, Court of Bankruptcy: Off. Ass. Groom; Sols. Bartrum & Co., 112, Bishopsgate-street.—Fiat dated April 28.

WILLIAM CROSBY, BENJAMIN VALLENTINE, and BENJAMIN WHITE, Houndsditch, and Leadenhall-st., London, and Birmingham, hardwaremen and toy-dealers, May 10 at 1, and June 14 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Spyer, 30, Broad-street-buildings.—Fiat dated April 30.

JAMES BRADSHAW and GEORGE WILLIAMS, Marylebone-street, Piccadilly, woollen-drapers, May 12 at 11, and June 14 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sols. Lawrance & Blenkarne, 32, Bucklersbury.—Fiat dated April 28.

ROBERT MARSH, Upholland, Lancashire, provision-dealer and victualler, May 12 and June 14 at 1, Clarendon-rooms, Liverpool: Sols. Johnson, St. Helen's; Adlington & Co., Bedford-row.—Fiat dated April 19.

THOMAS JOHNSON, Liverpool, stationer and publisher, May 18 and June 14 at 1, Clarendon-rooms, Liverpool: Sols. Thompson, Liverpool: Cuvelje & Co., 19, Southampton-buildings, Chancery-lane.—Fiat dated April 23.

RICHARD SUTTON, Warrington, Lancashire, wheelwright, May 12 and June 14 at 2, Clarendon-rooms, Liverpool: Sols. Ashton, or Nicholson & Sons, Warrington; Adlington & Co., Bedford-row.—Fiat dated April 28.

JOHN CREE, Devonport, Devonshire, draper, May 14 and June 14 at 11, Townshend's London Inn, Devonport: Sols. Gilbard, Devonport; Smith, 5, Southampton-bdgs., Chancery-lane.—Fiat dated April 8.

JOSEPH PIDCOCK and THOMAS BURTON, Nottingham, corn factors and maltsters, May 18 and June 14 at 11, George the Fourth Inn, Nottingham: Sols. Bowley, Nottingham; Johnson & Co., Inner Temple.—Fiat dated April 11.

GEORGE HIBBERT, jun., Chesterfield, Derbyshire, pawnbroker, May 9 and June 14 at 1, Rutland Arms Inn, Bake-well: Sols. Lucas & Cutts, Chesterfield; Spence & Bullivant, 32, Alfred-pl., Bedford-sq.—Fiat dated April 23.

ELIZABETH HAVARD, Swansea, Glamorganshire, grocer, May 17 and June 14 at 2, Commercial-rooms, Bristol: Sols. Short, Bristol; White & Eyre, 11, Bedford-row.—Fiat dated April 30.

ROBERT ELLIOTT, Liverpool, wine merchant, May 18 and June 14 at 12, Clarendon-rooms, Liverpool; Sols. Fairclough, Liverpool; Dimmock, Size-lane, Bucklersbury.—Fiat dated April 28.

DODSHON BLAKE, Norwich, mohair manufacturer and merchant, May 17 and June 14 at 11, Royal Hotel, Norwich: Sols. Durrant, Norwich; Wood & Blake, Falcon-st., Aldersgate-street.—Fiat dated April 30.

EDWARD GODDARD, Holbeach, Lincolnshire, draper and grocer, May 12 at 10, and June 14 at 12, Peacock Inn, Boston: Sols. Johnson & Co., Holbeach; Bartrum & Son, 112, Bishopsgate-street.—Fiat dated April 14.

WILLIAM ANTILL, Bourn, Gloucestershire, umbrella stick manufacturer, May 9 and June 14 at 2, George Inn, Stroud: Sols. Winterbotham & Thomas, Tewkesbury; Baylis, Devonshire-square.—Fiat dated April 19.

WILLIAM WALLIS and JOHN WALLIS, Wragby, Lincolnshire, corn, coke, and coal merchant, May 11 and June 14 at 12, City Arms Inn, Lincoln: Sols. Moody, Wragby; Loft & Potter, 35, King-street, Cheapside.—Fiat dated April 15.

## MEETINGS.

Mich. Willis, Egham, Surrey, stage-coach proprietor, May 14 at half-past 1, Court of Bankruptcy, ch. ass.—Thos. Smith and Thomas Taylor, Worcester, retailers of boots and shoes, May 24 at 11, Foley's, Worcester, ch. ass.—John P. Clarke and Osmond Lewis, Crown-ct., Threadneedle-st., newspaper and advertisement agents, May 20 at 11, Court of Bankruptcy, last ex.—Morris Schlesinger and Mich. Samuel Schlesinger, merchants, May 19 at 11, Court of Bankruptcy, last ex.—J. Dakeyne, Edinburgh, lace dealer, May 26 at 12, George the Fourth Inn, Nottingham, last ex.—J. M. Rigden, Wingham, Kent, maltster, May 16 at 2, Guildhall, City of Canterbury, last ex.—George Dodson, Boston, Lincolnshire, wool dealer, May 26 at 12, White Hart Inn, Spalding, last ex.—R. Harris and Sam. King, High Holborn, woollen drapers, May 24 at half-past 12, Court of Bankruptcy, aud. ac.; at 1, div. sep. est. of Sam. King.—John Water, Prince of Saxe Cobourg, Old Kent-road, Surrey, victualler, May 26 at half-past 11, Court of Bankruptcy, aud. ac. and div.—Geo. B. K. Cassidy, Bucklersbury, merchant, May 26 at 12, Court of Bankruptcy, aud. ac.—John Cuisset, Blackfriars-road, jeweller, May 26 at 11, Court of Bankruptcy, aud. ac. and div.—Wm. Christie, New North-st., Red Lion-sq., bookbinder, May 26 at 11, Court of Bankruptcy, aud. ac.—John Threlfall and Thomas Threlfall, Manchester, merchants, June 6 at 12, Commissioners'-rooms, Manchester, div. sep. est. of John Threlfall; at 1, div. sep. est. of Thos. Threlfall; June 7 at 12, aud. ac. sep. est. of John

*Threlfall*; at 1, and. ac. sep. est. of *Thos. Threlfall*.—*James St.*, McCombe Regis, Dorsetshire, draper, May 23 at 11, King's Arms Inn, Dorchester, and. ac.; at half-past 12, div. *Joseph Aukers*, Birmingham, grocer, June 3 at half-past 12, Waterloo-rooms, Birmingham, and. ac.—*Orlando Pidgeon*, Shrewbury, Salop, tobaccoist, May 24 at 10, Shirehall, Shrewbury, and. ac.—*Wm. Borrowdale*, Scenery-hill, Branthwaite, Cumberland, pasteboard manufacturer, May 25 at 12, Black Lion Inn, Whitehaven, and. ac.—*R. J. Sharpe*, Liverpool, victualer, June 1 at 1, Clarendon-rooms, Liverpool, and. ac.—*Harry Shaftoe* and *William Clarke*, Bishop Wearmouth, Durham, common brewers, June 11 at 11, Horner's Commercial Hotel, Sunderland, and. ac.—*John Bender*, Moulton, near Spalding, Lincolnshire, coal-merchant, May 26 at 1, White Hart Inn, Spalding, and. ac.—*Humphrey Pountney*, jun., Birmingham, grocer, May 25 at 12, Waterloo-rooms, Birmingham, and. ac.—*Wm. Munroe*, jun., and *Thos. Munroe*, Milk-street, merchants, May 24 at half-past 11, Court of Bankruptcy, fin. div.—*Samuel Hopkins*, Croydon, Surrey, grocer, May 26 at 12, Court of Bankruptcy, div.—*Chas. Roberts*, Black Bull Inn, Holborn-hill, tavern-keeper, May 21 at 1, Court of Bankruptcy, div.—*Wm. Straker*, West Strand, bookbinder, May 24 at 1, Court of Bankruptcy, div.—*Robert Richards*, *Jas. Briant*, and *Jas. Coker*, Shadwell, Middlesex, rope-makers, May 24 at 12, Court of Bankruptcy, div.—*Samuel Turbott*, Liverpool, factor, June 3 at 12, Commissioners' rooms, Leeds, and. ac.; at 1, fin. div.—*James Cotter* and *John Cotter*, Torketh-park, Lancashire, joiners, May 25 at 11, Clarendon-rooms, Liverpool, and. ac.; at 12, first and fin. div. sep. est. of *John Cotter*.—*Wm. Hormail*, Dovor, Kent, carpenter, August 15 at 11, Shakspeare Hotel, Dovor, and. ac.; at 12, div.—*Joseph Webb Pilcher*, Crabbie, Kent, miller, August 15 at 1, Shakspeare Hotel, Dovor, and. ac.; at 2, div.—*Wm. Smith Watson*, *John Wilson*, and *J. Langhorn*, Berwick-upon-Tweed, bankers, June 7 at 11, King's Arms Inn, Berwick-upon-Tweed, and. ac. and div. joint and sep. est.—*Samuel E. Welldon*, Cambridge, butcher, May 24 at 12, Heop Hotel, Cambridge, and. ac. and div.—*Stephen Peake*, Rampton, Kent, builder, August 16 at 10, Albion Hotel, Rampton, and. ac.; at 11, div.—*Richd. Briant*, Whitechurch, Oxfordshire, builder, May 31 at 12, George Inn, Reading, and. ac.; at 1, fin. div.—*Wm. Dickinson* and *Thos. Throp*, Blackburn, Lancashire, iron-founders, May 27 at 11, Town-hall, Preston, and. ac.; at 12, div.—*Thomas Benrose*, Spalding, Lincolnshire, grocer, May 26 at 1, White Hart Inn, Spalding, and. ac.; at 2, first and fin. div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before May 24.

*Wm. Caton*, Preston, Lancashire, ironmonger.—*J. Parsons*, Peaseley-hill, Mansfield, Nottinghamshire, maltster.—*William Beckhouse*, Leeds, oil merchant.—*W. R. Bayntun*, Bath, Somersetshire, surgeon.—*Peter Carr* and *Chris. Bell*, Leeds, tax spinners.—*Wm. Yewens*, Goulden-terrace, Barnsby-rd., Kingston, scrivener.—*J. M. Gippe*, Howland-st., Tottenham-court-road, wine merchant.—*Thos. Hill*, jun., St. Mary Axe, merchant.

## FLATS ANNULLED.

*Halford Nicholson*, Canterbury, and *Thos. Baylis*, Whitstable, Kent, carriers by railway.—*Wm. Bury*, Blackburn, Lancashire, corn dealer.

## PARTNERSHIP DISSOLVED.

*Edw. L. Heap* and *Thos. H. Battye*, Huddersfield, Yorkshire, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*Edward Sang*, Manchester, civil engineer.—*Timothy Warren*, *Thomas Warren*, and *David Warren*, Glasgow, glass-makers.—*David Leech*, Glasgow, land agent.—*John Cassels*, jun., and *Co.*, Kepp, Perthshire, distillers.—*John Stewart*, Finnacree of Lude, Blair Athol, farmer.

## INSOLVENT DEBTORS.

Saturday, April 30, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's Inn-fields, on giving the Number of the Case.

*Thos. White*, Hanley, Staffordshire, potter, No. 58,333 C.: *Ralph Stevenson*, assignee.—*Mark Nordon*, Mount-st., Westminster-road, cabinet-maker, No. 52,249 T.; *Henry Tregear*, assignee.—*Sophie Whall*, Birmingham, widow, No. 59,416

C.; *John Porter Foster*, assignee.—*Thos. Brooks*, Beausall, Warwickshire, common carrier, No. 58,385 C.; *T. Freeman*, assignee.—*Wm. Nowell*, Chestergate, Stockport, Cheshire, publican, No. 59,141 C.; *Rich. Bentley*, assignee.—*Joe. N. Gillman*, Stratford, Essex, tailor, No. 52,971 T.; *Richard Hall*, assignee.—*Richard Heron*, Sandgate, Newcastle-upon-Tyne, out of business, No. 56,822 C.; *J. Berkley*, assignee.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, May 24 at 9.

*James Dove*, Dorset-st., Fleet-st., out of business.—*J. E. Rathbone*, New Bridge-st., Blackfriars, out of business.—*A. G. Franchi*, Upper Berkeley-st., Portman-sq., notary.—*J. Lemon*, jun., Palmer-place, Liverpool-road, Holloway, out of business.—*Hen. Benj. Wright*, Oxford-st., out of business.—*W. S. Dutton*, Mount-pleasant-hut, Mount-pleasant-road, Upper Clapton, builder.—*D. W. Bodger*, Leather-lane, Holborn, builder's assistant.—*Isaac Carter*, Southampton-st., Euston-sq., steel-plate-manufacturer.—*John Pinch*, Turville-st., Church-st., Shoreditch, chair and sofa maker.—*Robert Owen*, Liquorpond-st., Gray's-inn-lane, furniture broker.—*Wm. Porter*, Adam-st. West, Edgeware-road, horsekeeper.—*James Coney*, East Smithfield, outfitter.

May 26, at the same hour and place.

*F. R. Miller*, Blissett-st., Greenwich, architect.—*S. Pursell*, West Strand, wire worker.—*T. Couling*, St. Mark's-road, Camberwell New-road, Surrey, out of business.—*J. Frowde*, Stratton-ground, Westminster, out of business.—*R. Bullen*, Loughborough-road, Brixton, Surrey, mathematical teacher.—*J. M. Anthony*, Lisle-st., Leicester-sq., artist.—*Edw. Rashleigh*, Grafton-st. East, Bedford-sq., land surveyor.—*Michael Degnin*, Crown-st., St. Giles, out of business.—*G. Savage*, Plough and Shear-court, Rosemary-lane, bricklayer.—*John Davies*, Charterhouse-lane, cabinet-maker.—*R. Rollo*, High Holborn, clerk in her Majesty's General Post Office.—*J. S. Phillips*, Little Trinity-lane, Queenhithe, foreman to the North Quay of the London Docks.

## INSOLVENT DEBTORS' DIVIDENDS.

*Wm. R. Browne*, clerk in the Customs, May 5, Maugham & Kennedy's, 100, Chancery-lane: 1s. 2d. in the pound, (in addition to a former div. of 1s. 2d.)—*Amelia Hendy*, Thornbury, Gloucestershire, widow, May 2, Rolph's, Thornbury: 8s. 6d. in the pound.—*Thomas Warburton*, Holcombrook, near Bury, Lancashire, cotton-waste-spinner, May 7, Whitehead's, Bury: 7½d. in the pound.

## MEETING.

*Percival Simpson*, Kinniside, St. Bees, Cumberland, yeoman, May 13 at 11, Insolvent Debtors Court, Lincoln's Inn-fields, pr. d.

## FRIDAY, MAY 6.

## DECLARATIONS OF INSOLVENCY.

JOHN YOUNG, Lambeth-marsh, victualler.

WILLIAM HOOPER, Reading, Berkshire, tobacco-manufacturer.

## BANKRUPTS.

WILLIAM CHANDLEY, Manchester-street, Gray's-inn-road, carpenter, May 13 and June 17 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Iviney, 89, Chancery-lane.—Fiat dated May 4.

JOHN SATTERTHWAITE, Cullum-street, City of London, wine-merchant, May 13 at 1, and June 17 at 11, Court of Bankruptcy: Off. Ass. Green; Sols. Templer & Co., 23, Great Tower-street.—Fiat dated May 3.

DOMINICK POPE, New York, America, and Fenchurch-street, City of London, merchant and trader, May 14 at half-past 2, and June 17 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sol. Lloyd, 61, Cheapside.—Fiat dated May 4.

HENRY CAPEL, Coopers'-row, Tower-hill, wine and spirit-merchant, May 13 at half-past 11, and June 17 at 12, Court of Bankruptcy: Off. Ass. Gibson; Sol. Wadeson, 11, Austin-friars.—Fiat dated May 2.

ISAAC SEALBY, Keswick, Cumberland, edge-tool-manufacturer, May 26 and June 17 at 2, Queen's Head Inn, Keswick: Sols. Hall, Keswick; Armstrong, 8, Staple-inn.—Fiat dated April 19.

JOSEPH ROGERS, Bromyard, Herefordshire, scrivener, May 13 and June 17 at 11, Falcon Inn, Bromyard: Sols.

Finch & Jones, Worcester; White & Eyre, 11, Bedford-row.—Fiat dated April 4.

**JOSEPH SOUTHERN**, Kidderminster, Worcestershire, victualler, May 16 and June 17 at 12, Black Horse Inn, Kidderminster: Sols. Brinton, Kidderminster; Dangerfield, 26, Suffolk-st., Pall-mall East.—Fiat dated April 29.

**GEORGE SHERLOCK**, Liverpool, ship-broker, May 19 and June 17 at 2, Clarendon-rooms, Liverpool: Sols. Crump & Hassall, Liverpool; Adlington & Co., Bedford-row.—Fiat dated May 2.

**RICHARD SANDERSON**, Leeds, Yorkshire, corn factor, May 13 at 12, and June 17 at 2, Commissioners'-rooms, Leeds: Sols. Dunning & Stawman, Leeds; Smithson & Mitton, 23, Southampton-buildings, Chancery-lane.—Fiat dated April 4.

**WILLIAM HOUNSFIELD**, Manchester, commission merchant, May 25 and June 17 at 2, Commissioners'-rooms, Manchester: Sols. Atkinson & Saunders, Manchester; Mankinson & Sanders, 3, Elm-ct., Middle Temple.—Fiat dated April 6.

**ROBERT WATSON**, Colne, Lancashire, manufacturer of worsted and cotton pieces, May 18 at 10, and June 17 at 11, Devonshire Arms Hotel, Keighley, Yorkshire: Sols. Ridehalgh, Bradford; Hawkins & Co., 2, New Boswell-ct.—Fiat dated April 28.

**JOSEPH HILL**, Chichester, Sussex, grocer, May 19 and June 17 at 11, Dolphin Inn, Chichester: Sols. Sherwood, Chichester; Dobie, Lancaster-place, Waterloo-bridge.—Fiat dated April 29.

**MEETINGS.**

*Jos. Mayor*, Northampton, chemist, May 10 at 11, Peacock Inn, Northampton, ch. ass.—*Edw. Smith*, Bishop Wearmouth, Durham, merchant, May 30 at 11, Bridge Hotel, Sunderland, ch. ass.—*Wm. Holmes*, Friday-st., Cheapside, silk gauze manufacturer, May 10 at 11, Court of Bankruptcy, last ex.—*John Matthews*, Ledbury, Herefordshire, builder, May 20 at 12, Feathers Inn, Ledbury, last ex.—*Joseph Nicholl*, Sowerby-bridge, Halifax, Yorkshire, worsted spinner, May 27 at 10, White Lion Inn, Halifax, last ex.—*Edward Stratton*, Longcot, Berkshire, corn dealer, June 1 at 11, Red Lion Inn, Farringdon, last ex.—*John Brown*, Sheffield, merchant, June 1 at 12, Town-hall, Sheffield, last ex.—*Fras. Sanders* and *Chas. Sanders*, Derby, corn merchants, June 1 at 2, Royal Hotel, Derby, last ex.—*J. D. Wells*, George-st., Mansion-house, commission-agent, May 27 at 11, Court of Bankruptcy, aud. ac.—*John Evans*, *Jos. Jones*, and *Wm. Davies*, Aberystwith, Cardiganshire, bankers, May 18 at 1, Court of Bankruptcy, aud. ac.—*Thos. Wooster*, jun., Liverpool-st., London, merchant, May 28 at 12, Court of Bankruptcy, aud. ac.—*Elihu Willson*, King-st., St. Giles's, stationer, May 28 at 11, Court of Bankruptcy, aud. ac. and div.—*A. A. Nesbitt*, Leeds, stuff-merchant, May 31 at 12, Commissioners'-rooms, Leeds, aud. ac.—*Wm. Mather*, *Colin Mather*, and *John T. Newstead*, Manchester, and Salford, iron founders, June 3 at 3, Commissioners'-rooms, Manchester, div.; at 4, aud. ac.—*Ann Rivers* and *Thos. Rivers*, Egham, Surrey, coal merchants, May 27 at half-past 11, Court of Bankruptcy, fin. div.—*Frederick Bradford* and *Timothy Healey*, Great Trinity-lane, rag merchants, May 27 at 1, Court of Bankruptcy, fin. div.—*Ralph Phillips* and *Samuel Phillips*, Regent-street, lamp-manufacturers, May 27 at 2, Court of Bankruptcy, div.—*Chas. Knight* and *Peter Knight*, Ivy-lane, Newgate-market, salesman, May 27 at 1, Court of Bankruptcy, fin. div.—*Daniel Rowland*, Horsham, Sussex, linen-draper, May 27 at 2, Court of Bankruptcy, div.—*Henry Castle*, Lucas-st., Rotherhithe, Surrey, ship-owner, May 28 at 1, Court of Bankruptcy, div.—*Thos. Garlick*, Royal Circus-street, Greenwich, carpenter, May 27 at 12, Court of Bankruptcy, div.—*John Alex. Smith* and *Wm. Monteath*, Oxford-st., linen-draper, May 27 at 11, Court of Bankruptcy, div.—*Henry Smith*, Doncaster, Yorkshire, British wine-manufacturer, May 31 at 11, Guildhall, Doncaster, aud. ac.; at 12, div.—*Robert Williams*, Llanrwst, Denbighshire, May 28 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, first and fin. div.—*Thos. Pattinson*, Ashton-under-Lyne, Lancashire, timber-merchant, June 4 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and first and fin. div.—*Richard Blackmore* and *John Craven*, Wakefield, Yorkshire, corn-millers, May 31 at 2, Commissioners'-rooms, Leeds, pr. d.; at 3, aud. ac. and div.—*John Brown*, Sheffield, merchant, June 2 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—*Edward Knight*, Southampton, cabinet-

maker, June 2 at 12, Star Hotel, Southampton, aud. ac.; 1, fin. div.—*George Swift*, Manchester, tailor, May 30 at 1 Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*Robert Powell*, Brighton, Sussex, linen-draper, May 27 at 1 Town-hall, Brighton, div.—*Thos. Coulter*, Doncaster, Yorkshire, dealer and chapman, May 31 at 11, Guildhall, Doncaster, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before May 27.*

*Thos. B. Molyneux* and *P. Witherby*, Liverpool, merchant.—*Edw. John King*, Oxford, manufacturer and vender of artificial teeth.—*Geo. Robertson*, *John Garrow*, and *John Alexander*, Liverpool, ship chandlers.—*Edw. Bright*, Pickett-strand, draper.—*Jos. Page*, jun., Gloucester, carrier by land.—*Geo. Hartshorne*, Oldswinford, Worcestershire, and *Whittington*, Kinner, Staffordshire, iron manufacturers.—*Joseph Woodhead*, Duckmanton, Sutton-cum-Duckmanton, Derbyshire, cattle-dealer.

#### FIATS ANNULLED.

*John H. Lowndes*, Liverpool, merchant.—*James Lockwood*, Wakefield, Yorkshire, and *St. John's*, New Brunswick, North America, linen draper.

#### SCOTCH SEQUESTRATIONS.

*Das. Arnott*, Falkirk, ironmonger.—*J. Bremner*, Kirkcaldy, manufacturer.—*Jas. Lawrence*, deceased, Aberdeen, manufacturer.—*Wm. Hogg*, Glasgow, tailor.—*Pet. Halkett*, Fife, Kettins, Forfarshire.—*Borrenstein* and *Neilson*, Glasgow, publishers.—*W. Chisholm* and *Co.*, Tradeston, Glasgow, coopers.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, May 27 at 9.*

*John Hemmens*, Brewer-st., Somers-town, clerk in her Majesty's Post-Office.—*Matt. Wilson*, Devonshire-sq., Bishopsgate-street-without, merchant.—*John Ashby*, West-st., Upper St. Martin's-lane, upholsterer.—*John Martin*, George-street, Great Dover-st., Newington, Surrey, commission agent.—*J. Brown*, Feathers-mews, Millman-street, Foundling-hospital, cabriolet proprietor.—*Robert Hill Ketteridge*, College-street, Homerton, journeyman carpenter.—*Phil. Briggs*, Winchester-row, New-road, Edgeware-road, carpenter.—*Wm. Raggett*, Raggett's Hotel, Dover-st., Piccadilly, hotel-keeper.—*Wm. Carpenter*, Great St. Helen's, Bishopsgate-st., engraver.—*J. Peplow*, County-terrace-st., New Kent-rd., Surrey, cab owner.—*Francis Muirhead*, Henry-street, Bedford-sq., Commercial-road East, out of business.—*Wilhelm Klauer Klattowsky*, Southmolton-st., teacher of languages.

#### Adjourned.

*Sam. Benj. Parsons*, York-road, Lambeth, manager to an engineer.

*May 30, at the same hour and place.*

*David Chas. Price*, Bird-in-hand-court, Cheapside, out of employ.—*Mordecai Lazarus*, Jewry-st., Aldgate, and High-street, Whitechapel, general dealer.—*Geo. Steel*, Union-st., Blackfriars, galloon manufacturer.—*John Waddington*, Tottenham-court-road, brewer's labourer.—*Joseph W. P. Gill*, Frederick-row, Goswell-road, shopman.—*James Richardson*, Henry-st., Vauxhall, Surrey, land surveyor.—*John Wiseman*, sen., Globe-rd., Stepney, wheelwright.—*H. Loader*, Ryder's-court, Leicester-sq., eating-house keeper.—*J. Stead*, Hounslow, out of business.—*Christ. Gemes*, Blackheath-hill, Kent, surgeon.—*John Marshall*, Portland-place South, Clapham-rd., Lambeth, Surrey, cheesemonger's warehouseman.—*William Carpenter*, sen., Adam-street, Adelphi, publisher.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John Hodgson*, Carlisle, grocer, May 13, Sauls', Carlisle: 10d. in the pound.—*Chas. Bamfield*, Fenchurch-st., saddler, May 7, Sorey's, White's-row, Spitalfields: 1s. 3d. in the pound.—*Wm. Barnes*, Bell-st., Edgeware-road, brewer, May 9, Manning's, Bell-st., Edgeware-road: 10d. in the pound.—*John Critchley*, Much Hoole, near Preston, farmer, May 11, Armstrong & Son's, Preston: 10s. in the pound.

#### MEETINGS.

*John Geo. Hounsfeld*, Wadley-house, Ecclesfield, Yorkshire, clerk, May 20, Insolvent Debtors Court, Portugal-st., Lincoln's-inn-fields, pr. d.—*J. Brokenshir*, Ramsgate, Kent, and Brixham, Devonshire, smack owner, May 28 at 11, Spread Eagle Inn, Ramsgate, sp. aff.



## IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

FOR the convenience of persons in the Western and Central Districts of London, and particularly of Gentlemen connected with the Law, THE LONDON, EDINBURGH, AND DUBLIN LIFE ASSURANCE COMPANY have opened a Branch Office at 55, Chancery-lane, where Prospectuses, Forms of Proposals, and every other information connected with the business of the Company, may be procured; and where Examinations of Parties whose Lives are proposed for Assurance may be taken, and Policies effected, as at the Chief Office of the Company, in Charlotte-row, Mansion-house.

Your attention is solicited to some of the distinguishing features of this Company, which have been introduced after mature deliberation, and which will be most conveniently pointed out by referring to Policies, as *Money Transaction and Family Provision Policies*.

**MONEY TRANSACTION POLICIES.**—Your professional experience and acquaintance with the records of the Courts of Law and Equity, must have convinced you that considerable changes were required in the practice and rules of Life Offices, to render this class of Policies valid and unimpeachable documents of security, which no unforeseen circumstances or future accidents could invalidate. This Company has endeavored, and they think successfully, to render their Policies as indefeasible and negotiable securities as is possible, consistently with a due regard to the safety of the contracting parties; and to effect this object the Company has introduced the following clause into their Deed of Settlement:—

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0 16 1	0 18 0	1 0 7	1 3 7	1 11 5	1 16 6	2 3 9	2 12 5

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# The Jurist

No. 279.

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LONDON, MAY 14, 1842.

It must ever be desirable, that, in such a judicial system as that of England, admitting of courts of different jurisdiction, the boundaries which separate the jurisdictions of such courts should be as clearly marked as possible; but the extension of jurisdiction which the increased wants of a complicated state of civilization tend to produce in each court, is necessarily sometimes accompanied by an approximation more or less close to the originally exclusive jurisdiction of some other court, and occasionally the result is so close a similarity of interference or relief as to generate actual concurrence of jurisdiction.

This process has for the last half century been to a considerable extent going on between Courts of Law and Courts of Equity, principally, however, by the adoption on the part of Courts of Law of equitable doctrines; and because originally the jurisdiction of Equity has been partly founded on the inadequacy of the relief obtainable in certain cases at law, it seems to have been sometimes thought, that when Courts of Law have under judicial or under legislative guidance, assumed jurisdiction in cases in which before relief was only to be had in Equity, the Courts of Equity are ousted not only of their exclusive jurisdiction, but of all concurrent jurisdiction.

How far this doctrine may be sound, if considered solely with reference to the basis of the original jurisdiction of Equity, we shall not now pause to inquire; but it does not seem to be capable of being supported upon authority or practice. The dicta of Lord Eldon on the subject, in *Eyre v. Everett*, (2 Russ. 382), and *Kemp v. Pryor*, (7 Ves. 249), are well known; and it is clear from those dicta, that that eminent judge, whose indecision, though it detracted from the usefulness, cannot affect the undoubted fact of his profound learning, had no such idea as that a Court of Law, simply by as-

suming a new jurisdiction, would oust the antecedently existing jurisdiction of Equity. But it has been said, that in some late cases, (*Gordon v. Calvert*, 4 Russ. 581; *Hodgson v. Murray*, 3 Sim. 283; and *Simpson v. Lord Howden*, 3 My. & C. 97), Lord Lyndhurst and Lord Cottenham have much shaken, if not positively contradicted, Lord Eldon's opinion. These cases therefore require a particular examination.

In *Simpson v. Lord Howden*, the question was as to the jurisdiction of the Court to relieve against an instrument, which, if bad at all at law, was bad upon the face of it, and not by reason of extrinsic facts; and Lord Cottenham decided the case, not upon the ground that any pre-existing jurisdiction of Equity was ousted by a subsequently assumed jurisdiction of the Courts of Common Law, but upon the ground, that the jurisdiction contended for never had been exercised by a Court of Equity; for, after analysing all the cases, and shewing that, upon authority, the jurisdiction had not only never been exercised, but that, in *Colman v. Sarrel*, (1 Ves. 50), and *Gray v. Mathias*, (5 Ves. 286), it had been expressly denied, he proceeded thus:—

“If, then, there be no case in which this jurisdiction has been exercised, and if I find Lord Thurlow, in the case referred to in *Colman v. Sarrel*, and the Court of Exchequer, in *Gray v. Mathias*, deciding against it; Lord Alvanley, in *Bromley v. Holland*, regretting that the jurisdiction had been assumed in the cases of annuities; and Lord Eldon, in the same case directly, and in *Ware v. Horwood* inferentially, disclaiming the jurisdiction contended for—it only remains to be considered, whether any such cogent reason exists in the present case, as to make it my duty to assume the jurisdiction, and so, for the first time, to establish a precedent for it.”

In *Hodgson v. Murray*, which, as reported in 2 Sim. 515, arose on a bill filed for re-delivery of a promissory note overdue, and for an injunction to stay proceedings at law, although it was admitted that a good defence

might be made at law, yet the Vice-Chancellor held that no ground for ousting the jurisdiction of Equity.

Lord Lyndhurst, it is true, discharged the order made by the Vice-Chancellor in this case, on the ground that, if the facts alleged were true, the equities disclosed would furnish a clear defence in a Court of Law, in which the question could be tried in a much more satisfactory manner. That decision of his Lordship did not, as it appears to us, deny the jurisdiction of Equity, but only went to say, that in that particular case it was not convenient to exercise it, and that on the ground, not that the remedy at law would be the same, but that it would be better. The decision of Lord Lyndhurst did not therefore touch at all the question whether Equity had lost any of its original jurisdiction; nor has the case of *Gordon v. Calvert* any application to that point, as the question in that case was not so much whether Equity had or had not lost jurisdiction, as whether the conduct of the defendant was such as to give the plaintiff an equity to restrain him from urging his legal rights.

On the other hand, there are many cases in which the existence of a concurrent jurisdiction generally is fully recognised, and some in which the very point under discussion arises. In *Adamson v. Evitt*, (2 Russ. & My. 86), the grantee of an annuity was induced, by false representations by the grantor's agent, to become the purchaser of an annuity; and there it was admitted that the plaintiff could have sustained an action for damages in the nature of an action of deceit against the defendant. But the Court said—"This Court nevertheless, with respect to the fraud, would have a concurrent jurisdiction with a Court of Law."

Again, in the cases on arbitration: if a reference is made a rule of a Court of Law, not under the statute 9 & 10 Will. 3, although a complete remedy against the award by setting it aside may be obtained by a proper application to the Court of Law, yet Equity has also jurisdiction to set aside the award. (*Brown v. Brown*, 1 Vern. 157, before the statute; and *Lord Lonsdale v. Littledale*, 2 Ves. 451, since the statute). The jurisdiction of Equity, where an agreement out of Court to refer is made a rule of a Court of Law under the statute, is ousted, it is true; but that is by the express words of the statute itself, and not simpliciter, on the ground of the Court of Law having assumed jurisdiction. (*Nicholls v. Chalie*, 14 Ves. 285; *Gwinett v. Bannister*, Id. 530; and see in particular *Nicholls v. Roe*, 3 Myl. & K. 431).

Another strong case to shew that the existence of jurisdiction in another Court does not oust that of Equity, is *Duncan v. Macalmont*, (5 Jur. 262), which was upon a bottomry bond alleged to be fraudulent; and it was admitted that full relief could be obtained in the Court of Admiralty by a proper suit. Yet Lord Langdale, M. R., held that Equity had jurisdiction, because it could more conveniently sift the matter than could be done under the particular form of proceeding then adopted in the Admiralty Court.

Again, another class of cases bearing on this subject is that in which Equity asserts, not merely concurrent but exclusive jurisdiction to give a remedy against its own officers to parties injuriously affected by the act of those officers. (*Aston v. Heron*, 2 M. & K. 290, and the cases there collected). In several of those cases,

where an action had been brought against the officer of the Court for damages, the Court of Chancery, in restraining the action, has referred it to the Master to ascertain what damages the plaintiff at law ought to receive. There is no pretence in such cases for saying that Equity interferes to remedy any defect in the administration of justice by the Court of Law; since it gives precisely the same remedy by its own order that the Court of Common Law would give, and no more.

But the most conclusive instances in support of the doctrine that we are contending for, are the cases under the Interpleader Act, 1 & 2 Will. 4, c. 58. That act reciting that it often happens that a person sued at law for the recovery of money or goods wherein he has no interest, and which are also claimed of him by some third party, has no means of relieving himself from such adverse claim, *but by a suit in Equity against the plaintiff and such third party, usually called a bill of interpleader*, which is attended with expense and delay, for remedy thereof, proceeds to give power to Courts of Common Law, upon application by a defendant in an action of assumpsit, debt, detinue, or trover, stating that the right is in a third party, to order such party to appear and maintain or relinquish his claim, and in the meantime to stay the proceedings in such action.

It is plain from the recital, that the statute is expressly intended to give relief in those very cases where before relief could be only had in Equity; and if therefore the mere fact of Courts of Law acquiring a jurisdiction formerly exercised by Equity, were sufficient to oust the jurisdiction of Equity, this is precisely the case for the application of that doctrine. Yet, although, as observed by Mr. Chitty, (*Practice of the Law*, vol. 2, p. 343), the statute makes a considerable inroad on the prior exclusive jurisdiction of a Court of Equity, it has never been contended for one moment that it abrogates it. On the contrary, there have been in Equity since that statute, several cases of interpleader in which the jurisdiction has been exercised without question; (*Simking v. Behrens*, 2 My. & C. 581; *Paule v. Von Melle*, 8 Sim. 327); and it has never occurred either to the Court or the counsel, to conceive that the effect of the 1 & 2 Will. 4 is to oust such jurisdiction, or to establish anything more than a concurrent jurisdiction in Courts of Law.

With regard to the principle upon which the jurisdiction of Equity is founded, it is said, that equitable jurisdiction is essentially founded on the assumption of there being some defect in the administration of justice in other Courts. Undoubtedly that is, in fact, the origin, and it is so stated by Lord Redesdale, of the extraordinary jurisdiction of Equity; and the doctrine is still so far sustained, that, at this day there can be no doubt that a Court of Equity would assume a new head of jurisdiction on any subject on which it should appear that a Court of Law would be incapable of doing full justice. But it does not at all follow that the jurisdiction so assumed, should cease by reason of the Court, which, in the origin, could not do justice, assuming some new forms of proceeding enabling it to do so. For the existence of jurisdiction is as firmly based upon the fact of its having been for a long period exercised, as upon its accordance with any real or supposed principle. In other words, jurisdiction rests in many cases upon prac-

tice; and if we find that a jurisdiction has been constantly, and from a remote period, exercised, it is not necessary, we apprehend, to inquire what is the reason or principle of it. It is sufficient, that it has been exercised for a long time without challenge, for it to have acquired a legal and indefeasible existence.

Besides, the whole foundation of the doctrine that the jurisdiction of Equity is ousted by the assumption of a concurrent jurisdiction by a Court of Law falls, when we consider that such ouster of jurisdiction can only be contended for on the assumption that the relief obtainable at Law is precisely similar to, or at least for all purposes as complete as, that obtainable in Equity, an assumption which never can be strictly and completely true, so long as the modes of procedure in Equity and at Law remain, as they now are, totally dissimilar; since it is obvious, that though the same legal effect may result, in a case of concurrent jurisdiction, from a judgment at Law as from a decree in Equity, yet the practical effect on the parties may be much modified by the mode of procedure through which the legal effect is to be obtained.

### Reviews.

*A Treatise on Simple Contracts, and the Action of Assumpsit.* By WILLIAM FOX, Esq., of the Inner Temple, Special Pleader. [Stevens & Norton, 1842.]

The author of the above work ventures in his advertisement to hope that it will prove a useful compendium for practical purposes, but we doubt whether he has not confined himself within too narrow limits to entitle his book to that distinction; for they have obliged him to treat his subject in so general a manner, that the practitioner cannot safely rely on his statement of the law, and must consult other text books. As far, indeed, as he has gone, the law is, with the exception of some trifling inaccuracies, correctly stated; but when we tell our readers that the law relating to the common count on the sale of goods occupies only four pages of a duodecimo volume, far from closely printed, and that relating to the count for use and occupation barely two, they may judge for themselves how the subject must be discussed. In fact, the book will be most useful to those whom the sight of a larger work would frighten from its perusal, and who may in our author's pages find a good outline of a very useful branch of the law. To them and to the student we may safely recommend it, as it is written in an easy, intelligible style; and the subject is divided and arranged in such a manner as to facilitate the task of the reader. The following extract from the history of the action of assumpsit, will convey an idea of the author's manner:—

"Previously to the statute of Westminster 2, 13 Ed. 1, the actions of case, assumpsit, and trover, did not exist; and whenever circumstances arose which would now be the subject of those actions, the suitor was without a remedy, unless, indeed, he could find one in Chancery. The clerks who had the framing of writs were too much attached to ancient precedents, says Sir William Blackstone; and unless the case for which the writ was sought fell exactly within the scope of those which already existed, the fear of innovation prevented them from framing a new one. (3 Bl. Com. 51; 2 Reeves, 202.)

"To quicken their diligence, says the learned judge, the 24th section of the above statute was framed, which enacted, that whenever in one case a writ should be found, and in a like case (consimili casu) falling under the same right, and requiring a like remedy, no

'precedent could be produced, the clerks should agree in framing a new one; and if they would not agree, it was to be referred to parliament.

'The provision was soon taken advantage of, and actions, unheard of before, abounded in the courts. A ferryman overloaded his boat whereby it upset, and the plaintiff's horse was drowned; it was held that an action lay. Sheriffs were sued for illegally quashing the essoin, for making a false return, for directing a wrong officer to summon a panel; actions for deceit and slander, for professional negligence, for loss of goods by a bailee, for illegally taking toll, and a variety of others were successfully maintained. (3 Reeves, 89 to 93; Id. 243).

'These were all actions of trespass on the case; or as it was styled in the Latin of the courts of law, transgressio super casum. Much discussion arose as to what was their real nature; and as they were all founded on an extension of the writ of trespass, it was settled that the new action of trespass on the case only applied to such injuries as were 'quasi trespasses.' (3 Reeves, 243).

'All the early cases of assumpsit reported, appear to have been special actions. (3 Reeves, 396). When the common indebitatus counts were first used, does not appear to have been well ascertained. It is said by Mr. Serjeant Williams, that there were no such counts in the time of Charles II. (2 Wms. Saund. 350, 374). No doubt they were not then in use; but Mr. Reeves adduces two instances very like common counts, reported in the 33 Hen. 8, New Cases 5. And he says, that when, in a subsequent reign, the validity of such counts was much discussed, many records of that earlier period were produced to shew that it was no new device. (4 Reeves, 383). Holt, C. J., is reported to have said, that he was a bold man who first ventured on them, (2 Wms. Saund. 374); perhaps, in the present day, he would be thought timid who could see any thing to fear in so harmless a simplification of a common form."

We had noted down a few inaccuracies; but we refrain from mentioning more than one. At page 17 our author, in attempting to define the limitation to the rule which makes a party sharing the profits of a trade a partner in it, states it to be, that if he is to have a share of the profits and something more, he is not constituted a partner thereby. We apprehend this is not the effect of the cases which he cites; and, indeed, it is difficult to understand how the addition of something more to a share of the profits can prevent the latter from creating a partnership. There is no case which decides that if a party had a third or other share of the profits and an annual allowance besides, on account of his devoting more attention or skill to the business than the other members of the firm, he would not be a partner. The author would have done better if he had merely stated the decisions on the subject, without attempting to deduce any rule from them. Having found fault with him in this instance, we must do him the justice to remark, that he has very properly, in his observations on moral considerations supporting a promise, called attention to the effect which the decision in *Eastwood v. Kenyon*, (11 A. & E. 438), may have upon the cases in which seduction and past cohabitation have been considered sufficient to support an express promise. In that case, the court, in an elaborate judgment, after reviewing all the previous cases on the subject, decided, that a pecuniary benefit, conferred by the plaintiff and accepted by the defendant, was not such a consideration as would support a subsequent express promise by the defendant to reimburse the plaintiff; and they said that the conclusion arrived at in *Winnall v. Adney* (3 B. & P. 249) seemed to be correct in general, "that an express promise can only revive a precedent good consideration, which might have been enforced at law through

the medium of an implied promise, had it not been suspended by some positive rule of law, but can give no original cause of action, if the obligation on which it is founded never could have been enforced at law, though not barred by any legal maxim or statute provision." It would seem, therefore, that the case of *Gibson v. Dickie*, (3 M. & S. 433), where a declaration, stating a promise in consideration of past cohabitation, was held good, would not now be considered as an authority. This judgment, however, does not at all affect those cases in which the money is secured by a deed or bond, as there no consideration is necessary, and that of past cohabitation not being illegal, an instrument under seal would be valid.

*A Synopsis of the Law relating to Indictable Offences.*  
By B. BOOTHBY, Esq. [Saunders & Benning.]

There are already so many able works on Criminal Law, that the appearance of a new one excited our surprise, and disposed us to examine narrowly into its claims to the attention of the profession. With this view we looked at the preface to learn what the author could say in vindication of himself. Our readers shall hear his own words:—

"The following pages are presented to the profession with a full consciousness of there being already several most able and valuable works relating to the Criminal Law, which have most deservedly obtained their confidence and approbation; and that this fact calls for some explanation, why any further work should be submitted to their attention. The peculiar arrangement of this work is alone relied upon, to supply such explanation, as affording it is hoped greater facilities for reference to the various offences, and the points of law arising under each, than have been supplied by any previous volume: the combination of the alphabetical and tabular arrangements, serving to direct the eye at once to the subject of which it is in search. The limited object of this compilation also tends to distinguish it from other works; as not including any treatise on pleading, evidence, and practice generally, but only such matter in connexion with these subjects as the decided cases, and the doctrines of text-writers, noticed under each offence, may embrace, and as it may be useful to remind the practitioner of, in the course of actual business; directing at the same time to the sources of more elaborate information."

The arrangement thus spoken of consists in dividing the book into four columns, in the first of which the crimes are placed in alphabetical order, whilst in the second we have the punishment stated, in the third the requisite evidence, and in the fourth "a condensed digest of cases," so that the reader may at a glance inform himself of everything relating to any particular offence; and the column of punishments is especially useful where alterations have been made by recent statutes. References are added to precedents of indictments, and to other works on criminal pleading and evidence. As the merits of the arrangement cannot be judged of except by an examination of the book itself, we shall only present to our readers one example of the author's observations. In a note to the 13th section of 7 & 8 Geo. 4, c. 29, which relates to breaking and entering a building within the curtilage and stealing therein, he observes, that

"It would seem to have been the intention of the legislature, to provide by this section for the protection of all such buildings occupied with a dwelling-house, as are excluded, by the previous section 13, from the definition of a dwelling-house in burglary, house-breaking, and stealing in a dwelling-house to the value of 5*l.*; but as it is specifically said that a building, in order to come within sect. 14, must be 'within the curtilage of a dwelling-house,' as well as 'occupied

'therewith,' it may be doubted whether, in cases similar to the following, the building broken could be held to be a building within the curtilage. The prosecutor, a farmer, had a dwelling-house in which he lived, a stable, a cottage, a cow-house, and barn, in one range of buildings, in the order mentioned, and under one roof, but they were not inclosed by a yard or wall, and had no internal communication. The offence was committed in the barn, and the judge held this to be a burglary; for the barn which was under the same roof, was parcel of and enjoyed with the dwelling-house. In this case, as the building broken had no communication between such building and dwelling-house, either immediate, or by means of a covered and inclosed passage, leading from one to the other, it is apprehended that it was not such a building as could be deemed to be part of a dwelling-house, since the 7 & 8 Geo. 4, c. 29, s. 13; and on the other hand, there seems to be a difficulty in deciding that the breaking of such a building would fall under the 14th section; for although occupied with a dwelling-house, can it be said to be 'a building within the curtilage of a dwelling-house?'"

We need only add, that, as far as our perusal has enabled us to form an opinion, the author has ably and carefully executed his task; and we may safely predict that his book will be found a very useful companion in a criminal court.

## BILL IN PROGRESS.

*A Bill to amend the Law relating to Double Costs, Notices of Action, Limitations of Actions, and Pleas of the General Issue, under certain Acts of Parliament.*

- Sect. 1. *Repeal of Provision in Local and Personal Acts giving Double and Treble Costs.*  
2. *Repealing Provision in Public Acts giving Double and Treble Costs.*  
3. *Repeal of Provision in Local and Personal Acts allowing General Issue to be pleaded.*  
4. *Uniformity of Notice of Action.*  
5. *General Limitation of Actions under Local and Personal Acts.*  
6. *Act not to extend to Actions &c. brought before passing of the Act.*

Whereas divers acts of parliament, public, local, and personal, contain enactments or provisions relating to the recovery of double, treble, or other costs, in certain cases, and to the pleading of the general issue, and the giving any special matter in evidence at any trial to be had for any matter done in pursuance of or under the authority of the said acts, and to the giving of notice of action before any action shall be commenced; And whereas it is expedient that the law should be altered in such respects: be it therefore enacted &c., That so much of any clause, enactment, or provision in any act or acts commonly called public, local, and personal, or local and personal, or in any act or acts of a local or personal nature, whereby it is enacted or provided, that either double or treble costs or any other than the usual costs between party and party shall or may be recovered, shall be and the same are hereby repealed: Provided always, That in lieu thereof, the usual costs between party and party shall and may be recovered, and no more.

2. That so much of any clause, enactment, or provision in any public act or acts, not local or personal, whereby it is enacted or provided, that either double or treble costs or any other than the usual costs between party and party shall or may be recovered, shall be and the same are hereby repealed: Provided always, That instead of such costs, the party or parties heretofore entitled under such last-mentioned acts to such double, treble, or other costs, shall receive such full and reasonable indemnity as to all costs, charges, and expenses incurred in and about any action, suit, or other legal proceeding, as shall be taxed by the proper officer in that behalf, subject to be reviewed in like manner and by the same authority as any other taxation of costs by such officer.

3. That so much of any clause or provision in any act or acts commonly called public, local, and personal, or local and per-



usual, or in any act or acts of a local and personal nature, whereby any party or parties are entitled or permitted to plead the general issue only, and to give any special matter in evidence without specially pleading the same, shall be and the same is hereby repealed.

4. And whereas it is expedient that the law should be uniform with respect to notice of action in all cases where such notice of action is required; be it therefore enacted, That from and after the passing of this act, in all cases where notice of action is required, such notice shall be given — at least before any action shall be commenced; and such notice of action shall be sufficient, any act or acts to the contrary thereof notwithstanding.

5. And whereas divers acts, commonly called public, local, and personal, or local and personal acts, and divers other acts of a local and personal nature, contain clauses limiting the time within which actions may be brought for anything done in pursuance of the said acts respectively: And whereas the periods of such limitations vary very much, and it is expedient that there should be one period of limitation only; be it therefore enacted, That from and after the passing of this act, the period within which any action may be brought for anything done under the authority or in pursuance of any such act or acts, shall be — years, or in case of continuing damage, then within — years after such damage shall have ceased; and that so much of any clause, provision, or enactment by which any other time or period of limitation is appointed or enacted, shall be and the same is hereby repealed.

6. That nothing herein contained shall extend or be construed to extend to any action, bill, plaint, or information, or any legal proceeding of any kind whatsoever, commenced before the passing of this act; but such proceedings may be thereupon had and taken, in all respects as if this act had not passed.

## London Gazette.

TUESDAY, MAY 10.

### DECLARATION OF INSOLVENCY.

MATTHEW FOSTER, Crosby-hall-chambers, Bishopsgate-st., and Tower-st., Hackney, merchant.

### BANKRUPTS.

JAMES ALEXANDER, Leadenhall-st., musical wind instrument maker, May 18 at 2, and June 21 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sol. Theobald, 2, Staple-inn.—Fiat dated May 5.

WILLIAM WARD, Blackfriars-road, Surrey, draper, May 23 at 1, and June 21 at 12, Court of Bankruptcy: Off. Ass. Turquand; Sols. Reed & Co., Friday-st., Cheapside.—Fiat dated April 25.

CHARLES MARSHALL, Old Castle-street, Whitechapel, brewer, May 17 and June 21 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sol. Henderson, 28, Mansell-street, Goodman's-fields.—Fiat dated May 5.

CHARLES HANCOCK, Earl-st., Blackfriars, and Paternoster-row, coal merchant and oilman, May 20 at 11, and June 21 at 12, Court of Bankruptcy: Off. Ass. Johnson; Newbon & Evans, 1 Wardrobe-place, Doctors'-commons.—Fiat dated May 3.

EVAN REES, Dudley, Worcestershire, batter, May 21 and June 21 at 11, Swan Hotel, Wolverhampton: Sols. Parry, Stourbridge; Chaplin, 3, Gray's-inn-sq.—Fiat dated May 6.

GEORGE FOORD, Brighton, Sussex, coal-merchant, May 21 and June 21 at 12, Town-hall, Brighton: Sols. Read, Worthing; Palmer & Co., 24, Bedford-row, Holborn.—Fiat dated May 7.

EDMUND HENRY WALLER and WILLIAM WATERS, Chepstow, Monmouthshire, timber-merchants, May 16 and June 21 at 11, King's Head Hotel, Newport: Sols. Hall & Jenkins, Newport; Blower & Vizard, 61, Lincoln's-inn-fields.—Fiat dated April 28.

WILLIAM SMALLEY, Sheepshead, Leicestershire, corn and provision-dealer, May 24 and June 21 at 12, King's Head Inn, Loughborough: Sols. Parker, Loughborough; Emmott & Allen, 14, Bloomsbury-square, Middlesex.—Fiat dated April 19.

DAVID LLOYD, Llanllwchaearn, Montgomeryshire, timber-dealer, May 23 and June 21 at 11, Royal Oak Inn, Welsh-

pool: Sols. Owens, Newtown; Dean, 16, Essex-street, Strand.—Fiat dated April 19.

FRANCIS BAYNTUN, Bath, Somersetshire, surgeon and dentist, May 23 and June 21 at 11, Castle and Ball Hotel, Bath: Sols. Drake, Bath; Richards & Walker, 29, Lincoln's-inn-fields.—Fiat dated May 5.

EDWARD KEYS, Hanley, Staffordshire, china-manufacturer, May 18 and June 21 at 11, Wheat Sheaf Inn, Stoke-upon-Trent: Sols. Stevenson, Stoke-upon-Trent; Wilson, 13, Furnival's-inn.—Fiat dated May 5.

JOSEPH TILSTON, Macclesfield, Cheshire, silk-manufacturer and publican, May 20 and June 21 at 1, Bull's Head Inn, Macclesfield: Sols. Holbrook, Macclesfield; Bell & Co., Bow-Church-yard.—Fiat dated April 26.

### MEETINGS.

John Crigton, sen., Manchester, machine-maker, June 22 at 1, Commissioners'-rooms, Manchester, pr. d.; at 2, aud. ac. and div.—Wm. Hunt, Portsmouth, town-carter, May 18 at 4, Fountain Inn, Portsmouth, ch. ass.—Wm. Dickenson, Thos. Goodall, Michael Goodall, and Wm. Dickenson, jun., Birmingham, bankers, June 7 at 12, Waterloo-rooms, Birmingham, ch. ass.—Chas. Graydon, St. Ann's-place, Limehouse, ship-chandler, May 17 at 12, Court of Bankruptcy, last ex.—Thos. Hurrell, Walthamstow, Essex, cattle-dealer, May 13 at 11, Court of Bankruptcy, last ex.—Charles Gatehouse, Chichester, brewer, May 26 at 11, Dolphin Hotel, Chichester, last ex.—Wm. Bower, Wilmslow, Cheshire, cotton-spinner, June 6 at 10, Commissioners'-rooms, Manchester, last ex.—Jos. Scott and Hen. Coker, Wood-street, Cheapside, woollen warehousemen, May 31 at 12, Court of Bankruptcy, aud. ac. and div.—Chas. Samuel Keane, Cornhill, and Westcroft-place, Hammersmith, master-mariner, June 2 at 12, Court of Bankruptcy, aud. ac.—Ed. Thos. Murray, Church-st., Southwark, and Great George-st., Bermondsey, leather-seller, June 2 at 1, Court of Bankruptcy, aud. ac.—William Henry Hutchins, Whitechapel-road, linen-draper, May 30 at half-past 12, Court of Bankruptcy, aud. ac.; at 1, div.—John Adams, George-st., Thrawl-st., Brick-lane, Spitalfields, feather merchant, May 30 at half-past 1, Court of Bankruptcy, aud. ac.; at 2, div.—Abraham Henry Chambers, sen., and Abraham Henry Chambers, jun., New Bond-st., and South Molton-street, bankers, May 31 at 1, Court of Bankruptcy, aud. ac.—Wm. W. Salford, Stockport, Cheshire, timber-merchant, June 20 at 10, Commissioners'-rooms, Manchester, aud. ac.—Wm. Roscoe, John Clarke, and Wm. S. Roscoe, Liverpool, bankers, June 4 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—John Wilkins, Newport, Monmouthshire, corn-factor, June 1 at 11, King's Head Inn, Newport, aud. ac.; June 4 at 11, first and fin. div.—T. Bourne, Liverpool, cotton broker, June 2 at 1, Clarendon-rooms, Liverpool, aud. ac.—James Coles, Victoria Iron-works, Redwelly, Monmouthshire, druggist, June 1 at 11, King's Head Inn, Newport, aud. ac.—Singer Ed. Hide, Broadwater, Sussex, builder, June 3 at 12, Town-hall, Brighton, aud. ac.; June 4 at 12, div.—Benj. James and John M. James, Manchester, and Swansea, Glamorganshire, tanners, June 3 at 2, Commissioners'-rooms, Manchester, aud. ac.—J. Reed, Newcastle-upon-Tyne, sail-cloth manufacturer, June 10 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—Wm. Smith and Josiah Smith, Hatton-garden, Middlesex, and Edinburgh, mahogany merchants, May 31 at half-past 12, Court of Bankruptcy, fin. div. William Smith.—J. Shury and John Jas. Shury, Charterhouse-street, engravers and stationers, May 31 at 1, Court of Bankruptcy, fin. div.—Maximilian Richard Kymer, Winsford, Cheshire, and Bucklersbury, London, salt manufacturer, May 31 at half-past 1, Court of Bankruptcy, div.—Chas. Cannon, Dark-house-lane, Lower Thames-st., fish factor, May 31 at 2, Court of Bankruptcy, fin. div.—James Green, Cheltenham, Gloucestershire, draper, May 26 at 1, Court of Bankruptcy, div.—Thos. Treherne, Oxford-st., upholsterer, May 31 at 12, Court of Bankruptcy, div.—W. C. Golland, Cambridge, linen draper, May 31 at 1, Court of Bankruptcy, div.—Adam Thwaites, Newcastle-upon-Tyne, brewer, May 20 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, div.—C. A. Rowe, Leicester, draper, June 2 at 12, Castle of Leicester, aud. ac.; at 1, div.—Wm. Williams, St. Woollos, Monmouthshire, coal merchant, June 3 at 2, Commercial-rooms, Bristol, aud. ac. and fin. div.—H. Lewis, Llandovery, Carmarthenshire, draper, June 3 at 10, Castle Hotel, Brecon, aud. ac.; at 12, div.—Wm. Richards, Northampton, pawnbroker, June 2 at 10, Dolphin Inn, Northampton, aud. ac.; at 11,

fin. div.—*John Wilson* and *Wm. Crighton*, Manchester, calico printers, June 6 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div. sep. est. *J. Wilson*; at 2, pr. d.; at 3, aud. ac. and div. sep. est. *William Crighton*; June 7 at 12, pr. d.; at 1, aud. ac. and div. joint est.—*Joseph Wilson*, Tyldesley-banks, and Manchester, cotton spinner, June 7 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and div.—*Wm. Povey*, Ashton-under-Lyne, grocer, June 3 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*Joseph Bass*, Brecon, Brecknockshire, draper, June 3 at 11, Castle Hotel, Brecon, aud. ac.; at 12, div.—*Jeremiah Horsfall*, Aaddingham, Yorkshire, cotton spinner, June 7 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 3, div.—*John Bevan*, Swansea, Glamorganshire, ironmonger, June 1 at 10, Mackworth Arms Hotel, Swansea, aud. ac.; at 12, fin. div.—*John Hardcastle*, Birmingham, grocer, June 1 at 2, Hem and Chickens Hotel, Birmingham, aud. ac.; at 3, div.—*Jas. Lindsay* and *J. W. Lindsay*, North Shields, Northumberland, grocers, June 3 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*Rick. Riley*, Wellesbourne Hastings, Warwickshire, corn dealer, June 6 at 12, Shakespeare Hotel, Stratford-on-Avon, aud. ac.; at 1, fin. div.—*Aaron Mills*, Ashton-under-Lyne, and *Wm. Grimshaw Seed*, Manchester, cotton manufacturers, June 3 at 10, Commissioners'-rooms, Manchester, div. joint est.; at 4, div. sep. est. *W. G. Seed*; June 4 at 10, aud. ac. joint est.; at 11, aud. ac. sep. est. *W. G. Seed*.—*R. M'Lauchlan*, Liverpool, licensed victualler, June 3 at 1, fin. div.—*Wm. Sangmead*, Teignmouth, Devonshire, banker, June 4 at 11, New London Inn, Exeter, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before May 31.*

*Thos. Charnley*, jun., Preston, innkeeper.—*Edw. Osborne Smith*, Old Broad-st., merchant.—*Hen. Rodgers*, Liverpool, ironfounder.—*Benj. Howell*, Oxford-st., linen draper.—*John Thompson*, Sunderland, Durham, chain manufacturer.—*S. L. Lazarus*, Kent and Sussex Tavern, Jermyn-st., St. James's, Westminster, coach proprietor.—*Rob. Scott* and *W. Fairlie*, Union-ct., City of London, merchants.—*And. Jopp*, Cornhill, ship and insurance broker.

#### PARTNERSHIPS DISSOLVED.

*John Egan*, *Wm. Waterman*, and *Wm. H. Wright*, Essex-st., Strand, attorneys at law.—*Wm. D. Whitmarsh* and *Wm. D. Whitmarsh*, jun., City of New Sarum, Wiltshire, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*John Sinclair*, Patrick, grocer.—*George Fairley*, Glasgow, builder.—*Chas. and Dav. Conacher*, Pitlochry, merchants.—*Archibald Greenhields*, Glasgow, merchant.

#### INSOLVENT DEBTORS.

*Saturday, May 7, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Jas. Wilkinson*, Great Queen-st., Lincoln's-inn-fields, boot and shoe maker, No. 52,922 T.; *Geo. Marley* and *Jos. Clark*, assignees.—*Wm. Henry Cox*, Leadenhall-market, poulterer, No. 53,004 T.; *Henry D. Brooks*, assignee.—*Wm. Cameron*, Cullum-st., Fenchurch-st., bricklayer, No. 52,970 T.; *Alfred Job* and *Thos. Bathurst*, assignees.—*Thomas Cox*, Aylesbury, Buckinghamshire, agent to a coal merchant, No. 58,328 C.; *Thos. Rodgers*, assignee.—*Storer Eddowes*, Loughborough-parks, Leicester, farmer, No. 58,177 C.; *Francis Cumine*, assignee.—*Sam. Jones*, Manchester, victualler, No. 58,931 C.; *Jos. Bleackley*, assignee.—*John Spark*, Sunderland, Durham, grocer, No. 58,726 C.; *John Robson*, assignee.—*G. Johnson*, Collycroft, Bedfordshire, Warwickshire, victualler, No. 59,417 C.; *Jos. W. Kelley* and *William Thomas*, assignees.—*Jas. Birch*, Handsworth, Staffordshire, following no business, No. 35,895 C.; *Chas. Sturge*, assignee.—*Thos. A. Stenson*, Leicester, printer, No. 58,402 C.; *Rich. Allen*, assignee.—*G. Yorke*, Walberton, Sussex, builder, No. 59,592 C.; *John Sherwood*, assignee.—*Chas. Hanson*, Sheffield, out of business, No. 56,752 C.; *Fred. Rich. Frimneby*, assignee.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, May 31 at 9.*

*Rich. Tomlinson*, Gardener's-lane, King-st., Westminster, waterman.—*Wm. H. Heydon*, Well-st., Poplar, journeyman shipwright.—*Rich. Tanner*, Tyler's-court, Regent-street, fish-

monger.—*Hen. Moon*, Alfred-pl., Waterloo-rd., India-rail manufacturer.—*Frances Ricketts*, Shoe-lane, out of busin.—*Thos. Oliver*, Brewers-street, Victoria-road, Pimlico, on business.—*John Cann*, Broad-street, Bloomsbury, and Strating-house keeper.—*Rob. Thos. H. Baggs*, Bolwell-str Lambeth, clerk in the Admiralty Office, Somerset-house.—*Cooper*, Princes-street, Mary-le-bone, coachmaker.—*Geo. Maitison*, George's Family Hotel, Strand, free vintner.—*Ed. Griffith*, Gerrard-st., Soho, shopman to a linen draper.—*Lynch*, George-st., Bloomsbury, dealer in coals.

*June 2, at the same hour and place.*

*Jas. Barber*, Hart-st., Cripplegate, cloth worker.—*Thos. Reynolds*, Bartholomew-close, clerk.—*Rob. Robinson*, Bro terrace, Brook-street, Upper Clapton, carrier.—*Henry Cb* Regent-street, florist.—*Wm. Davis*, Strand, and Wood-gr near Hornsey-church, Tottenham, tailor.—*William Chapp* Grettton-place North, Bethnal-green, dealer in toys.—*Jr Workman*, Nursery-row, Stoke Newington-common, br layer.—*Robert Lingfield*, Berners-mews, Middlesex-hospit smith.—*John Raim*, Market-st., Newport-market, St. Ann Soho, bricklayer.—*John Jay*, Caroline-street, Camden-tow gentleman's servant.—*Angel Bossius*, Bridge-house-pl., Ne ington-causeway, furrier.—*Geo. Mich. Fortizer*, Gloster-pla George-st., Camberwell, china and glass dealer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Wm. Hen. Chinner*, Vauxhall-walk, Lambeth, clerk in ti War Office: 4s. 6d. in the pound.—*Michael Parker*, Claine Worcestershire, lieutenant of militia: 2s. in the pound.—*Jol Bird*, Royal-st., Lambeth, clerk in the War Office: 4s. in ti pound.—*J. Edmunds*, Llanerchymedd, Anglesea, shoemaker 3s. 5d. in the pound.—*Samp. Rainforth*, Paradise-row, Beth nal-green, tallow-chandler: 8d. in the pound.—*Hen. Dawson Nassau-st.*, Soho, pianoforte maker: 4s. 11½d. in the pound —*Rob. Wilson*, Ryhope, near Sunderland, officer in the Cas toms: 3s. 11d. in the pound.

*Application at the Provisional Assignee's Office, Portugal-st. Lincoln's-inn-fields, from 10 to 1.*

*John Hainstock*, Hitchin, Hertfordshire, maltster, May 19 Sharples', Hitchin: 5½d. in the pound.—*James Dell*, Little Newport-st., Leicester-square, coffee-house keeper, May 12, Dale's, Furnival's-inn: 5s. 1d. in the pound.—*John Fowich*, Upper Park-st., Islington, clerk to an insurance broker, May 31, Fawcett's, Jewin-st., City: 2s. 10½d. in the pound.—*Car. K. White*, Egremont, Cheshire, lodging-house keeper, May 14, Hetherington's, Liverpool: 1s. 11d. in the pound.

**FRIDAY, MAY 13.**

#### BANKRUPTS.

**RICHARD EGAN LEE**, Craven-buildings, Drury-lane, printer and publisher, May 24 and June 24 at 1, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Cross, Surrey-st., Strand.—Fiat dated May 10.

**JOHN YOUNG**, New-cut, Lambeth, Surrey, victualler, May 20 at half-past 1, and June 24 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sols. Druce & Sons, Billiter-square.—Fiat dated May 9.

**CHARLES BRIDGER**, Hampton, Middlesex, mealman, May 20 at 2, and June 24 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sol. Heath, 2, Charlotte-row, Mansion-house.—Fiat dated May 2.

**JOSEPH STANSBURY**, St. Matthew's-place, Hackney-road, Middlesex, bookseller and publisher, May 24 at half-past 1, and June 24 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Ashley, Shoreditch.—Fiat dated May 10.

**EDWARD CHARLES TAYLOR**, Albany-street, Regent's-park, fishmonger, May 20 at 12, and June 24 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sol. Dimes, Broad-street, Cheapside.—Fiat dated May 10.

**THOMAS 'OUTCHERLONY**, Threadneedle-street, merchant, May 20 at half-past 11, June 24 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Turner & Hensman, 8, Basing-lane.—Fiat dated Jan. 25.

**THOMAS JOHN WINTER**, Tottenham-court-road, bill broker and discount, May 26 and June 24 at 12, Court of Bankruptcy: Off. Ass. Green; Sol. Hodgkinson, Burton-crescent.—Fiat dated March 22.

**ROBERT RUSSELL**, Kingston-upon-Thames, upholsterer, May 26 at 1, and June 24 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Pile, 93, Hatton-garden.—Fiat dated May 2.

**JAMES HODGKINS ALLEN**, Porth Cawl, Newton Notage, Gloucestershire, timber merchant, June 1 and 24 at 11, Bush Inn, Swansea: Sols. Cuthbertson, Neath; Holmes & Co., New Inn.—Fiat dated May 5.

**JOHN ROBSON SMITH**, Monk Wearmouth Shore, Durham, ship-owner, May 25 and June 24 at 11, Golden Lion Inn, Sunderland near the Sea: Sols. Thompson, Durham; Nicholls, 8, Cook's-st., Lincoln's-inn.—Fiat dated May 4.

**WILLIAM HEADLAND**, Louth, Lincolnshire, tailor and wollen draper, May 27 and June 24 at 1, Public-building, Louth: Sols. Lightfoot & Earnshaw, Hull; Walmsley & Co., 43, Chancery-lane.—Fiat dated May 2.

**WILLIAM JOHNSON**, Shrewsbury, Shropshire, leather dealer, May 27 and June 24 at 11, Guildhall, Shrewsbury: Sols. Blaxam, Shrewsbury; Litchfield & Owen, 89, Chancery-lane.—Fiat dated May 5.

**WILLIAM COX BUCHANAN**, Dursley, Gloucestershire, money scrivener, May 24 and June 24 at 12, Old Bell Inn, Dursley: Sols. Bishop & Wells, Dursley; Pope, 12, Gray's-inn-sq.—Fiat dated April 23.

#### MEETINGS.

**Wm. Houldsworth**, Egremont, Liscard, Cheshire, and Liverpool, brewer, May 25 at 1, Clarendon-rooms, Liverpool, pr. d.—**H. M. Low** and **W. M. Westermann**, Calcutta, merchants, May 23 at half-past 1, Court of Bankruptcy, pr. d. and ch. ass.—**William Cannabe**, Camberwell-green, Camberwell, bookseller, June 2 at half-past 11, Court of Bankruptcy, last ex.—**E. T. Murray**, Church-st., Newington, leather seller, and Great George-st., Bermondsey, japanner, June 2 at 1, Court of Bankruptcy, last ex.—**Edw. Bailey**, Mount-street, Grosvenor-sq., upholsterer, May 23 at 11, Court of Bankruptcy, last ex.—**David Hannay**, Cavendish-sq., banker, May 23 at 12, Court of Bankruptcy, last ex.—**Eliz. Frankland**, Reading, Berkshire, widow, innkeeper, May 18 at 10, George Inn, Reading, last ex.—**Wm. Walford**, Birmingham, maltster, May 27 at 2, Waterloo-rooms, Birmingham, sp. affairs.—**A. Coles** and **A. Thomson**, Brighton, sugar manufacturers, May 21 at 2, Town-hall, Brighton, last ex.—**John Marshall**, Birch-lane, merchant, June 6 at 11, Court of Bankruptcy, aud. ac.—**T. Seddon** and **G. Seddon**, Calthorpe-st., Gray's-inn-rd.—**Upholsterers**, June 6 at 12, Court of Bankruptcy, aud. ac.—**G. Miller**, Watling-st., tallow chandler, June 6 at half-past 1, Court of Bankruptcy, aud. ac.; at 2, div.—**G. O. Speare**, Fleet-st., warehouseman, June 6 at half-past 12, Court of Bankruptcy, aud. ac.; at 1, div.—**E. Mallan**, Great Russell-st., Bloomsbury, dentist, June 1 at 1, Court of Bankruptcy, aud. ac.—**G. Gifford**, Parson's-green, Fulham, schoolmistress, June 1 at 12, Court of Bankruptcy, aud. ac.—**S. R. George**, London-wall, victualler, June 1 at 11, Court of Bankruptcy, aud. ac.—**Frederick Shawman**, Barge-yard, Bucklersbury, shoe-factor, June 4 at 11, Court of Bankruptcy, aud. ac. and div.—**Wm. Nicholson**, Leeds, banker, June 21 at 10, Commissioners'-rooms, Manchester, aud. ac.—**James Ford**, Bristol, cooper, June 7 at 2, Commercial-rooms, Bristol, aud. ac.—**Charles Carr**, Heston Norris, Lancashire, cotton manufacturer, June 7 at 2, Commissioners'-rooms, Manchester, aud. ac.—**John Protheroe**, jun., Bristol, iron and tin merchant, June 7 at 11, Commercial-rooms, Bristol, aud. ac.—**Johann Jacob Schenck**, Adde-street, merchant, June 3 at 12, Court of Bankruptcy, div.—**Geo. Wightman**, Paternoster-row, bookseller, June 1 at 2, Court of Bankruptcy, div.—**John Morris**, jun., Wandsworth, Surrey, grocer, June 4 at 2, Court of Bankruptcy, div.—**Geo. Oxborrow**, Brighton-place, Hackney-road, linen-draper, June 4 at half-past 1, Court of Bankruptcy, div.—**Jos. Müller**, Stockton-on-Tees, and **George Craddock**, Bondgate, Darlington, Durham, patent round and flat rope manufacturers, June 4 at 12, Court of Bankruptcy, aud. ac. joint est. and div. sep. est. of **George Craddock**.—**John Crowther** and **J. Butterworth**, Leeds, black beer brewers, June 3 at 10, Commissioners'-rooms, York, aud. ac.; at 11, first and fin. div.—**Nicholas Price Wood**, Burslem, Staffordshire, banker, June 6 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—**Ed. Paine**, Liverpool, drysalter, June 4 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—**James Porter**, Honiton, Devonshire, victualler, June 7 at 12, Old London Inn, aud. ac.; at 1, first and fin. div.—**J. Stainthorpe**, Hexham, Northumberland, common brewer, June 3 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 2, div.—**E. Hill**, Wortwell, Norfolk, miller, May 27 at 11, King's Inn, Beccles, Suffolk, aud. ac.; at 12, div.—**Chas. Hepper**, Liverpool, hotel-keeper, June 4 at 2, Clarendon-rooms, Liverpool,

fin. div.—**Wm. Langmead**, Teignmouth, Devonshire, banker, June 4 at 11, New London Inn, Exeter, div.—**Thos. Scott**, Tewkesbury, Gloucestershire, innkeeper, June 13 at 12, Winterbotham & Thomas's, Tewkesbury, last ex.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before June 3.*

**John Ware**, Tiverton, Devonshire, tanner.—**Sarah Partridge**, Birmingham, victualler.—**Wm. Walker** and **J. Gray**, Leeds, woolstaplers.—**Horatio J. Canning**, Wood-st., Cheap-side, Scotch warehouseman.—**Wm. Jennings**, City of Gloucester, tailor.

#### FIAT ANNULLED.

**Amor Spoor**, sen., and **Amor Spoor**, jun., Newcastle-upon-Tyne, builders.

#### SCOTCH SEQUESTRATIONS.

**Geo. Sinclair**, Glasgow, writer.—**Jas. Ker** and **Co.**, Laith, bankers.—**James Kay**, Ochiltree, Ayr, wright.—**Wm. Fraser** and **Hugh M'Crac**, Fortrose, merchants.—**James Webster**, Dundee, merchant.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, June 3 at 9.*

**John Jonas**, Ward's-row, Bethnal-green, dealer in glass.—**Thos. Jordan**, Nine-elms, Vauxhall, retailer of beer.—**Jas. Webb**, Pinder-place, Gray's-inn-road, greengrocer.—**William Smith**, Enfield, harness maker.—**John Edw. Creighton**, Bath-street, City-road, eating-house keeper.—**Thomas Lake**, jun., Hertford-cottages, Hertford-road, West Hackney, out of business.—**Jean Pierre Parent**, Meard-st., Soho, tailor.—**Mich. Moses**, Cold Harbour-st., Hackney, furrier.—**Geo. Poulton**, William-street, Waterloo-road, out of business.—**Alex. Rufus Maradon**, Oxford-market, Mary-le-bone, greengrocer.—**Edw. Castell**, jun., George-yard, Aldermanbury, and Rawstorne-st., Goswell-road, tin-plate worker.—**Jos. R. Lloyd**, Eagle-terr., City-road, fruiterer.

*June 6, at the same hour and place.*

**John Lomas**, Sutton-street, York-road, Lambeth, following no trade.—**John Booth**, Stuart-st., Spitalfields, agent for Wm. Booth, of Deptford, near Sunderland, Durham, flint glass manufacturer.—**John Bough**, Oakley-street, near the Cobourg Theatre, cook-shop keeper.—**J. Crawley**, East Barnet, Hertfordshire, out of business.—**George Ballard**, Little Ebury-st., Pimlico, coal dealer.—**Etienne Marie Boileau**, Regent's-terr., City-road, engraver.—**Jos. Blakeman**, Charles-st., Long-acre, boot and shoe closer.—**John Stone**, Gt. Queen-st., Lincoln's-inn-fields, out of business.—**Chas. Field**, Field-pl., Lark-hall-lane, Clapham, butcher.—**Wm. Gibbs**, Sharp's-alley, Cowcross, Smithfield, dealer in horses for slaughter.—**W. Herbert**, Rodney-pl., Walworth-road, carter to a laundress.—**Henry M'Moore**, Hunter-st., Brunswick-square, Middlesex, lodging-house keeper.

#### INSOLVENT DEBTORS' DIVIDENDS.

**Samuel B. Kirkby**, Sun Inn, Billericay, Essex, innkeeper, May 16, Risle & Chappell's, Quality-court, Chancery-lane: 9s. 6d. in the pound.—**Reuben North**, Hunslet, near Leeds, earthenware manufacturer, May 20, Robinson's, Leeds: 3s. 5d. in the pound.—**Samuel Hodgson**, Morcar-hill, Kearsley with Netherby, near Wetherby, Yorkshire, May 17, Powell & Son's, Knaresborough: 10½d. in the pound.

#### MEETINGS.

**John Drew**, Bristol, victualler, May 31 at 12, Baynton & Son's, Bristol, sp. aff.—**Wm. Stamper**, jun., Cockermouth, Cumberland, tin-plate worker, June 3 at 10, Steel's, Cockermouth, sp. aff.

**MIDDLE TEMPLE, May 6.**—On this day John Coles, Esq., was called to the degree of Barrister at Law by the Honourable Society of the Middle Temple.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—**William Downes**, of Ludlow, Shropshire; **William Lister Welsh**, of Manchester.

**MEMBER RETURNED TO SERVE IN PARLIAMENT.**—**The Hon. Alfred Hervey**, commonly called Lord Alfred Hervey, for the borough of Brighton, in the room of Isaac Newton Wigney, who has accepted the Chiltern Hundreds.

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# The Jurist

No. 280.

LONDON, MAY 21, 1842.

PRICE 1s.

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Vice-Chancellor Wigram's Court .....	E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, MAY 21, 1842.

THE proceedings of the Southampton Election Committee have suggested to us, that a few observations on the inquiry how far a witness is bound to answer the questions put to him, might not be unacceptable to our readers. The first rule is well settled, and is stated by Mr. Starkie to be, that "he is not bound to answer any question, either in a court of law or of equity, if his answer will expose him to any criminal punishment or penal liability." This proceeds from the wise and humane principle of the English Law, that no man shall be obliged to criminate himself; and, accordingly, the privilege of objecting belongs only to the witness, and the counsel of a party in the cause is not allowed to argue it. The above foundation of the rule distinguishes it from another which relates to questions tending to degrade a witness, but not subjecting him to any penalty or forfeiture of estate; and the objection to which rests upon other grounds. It is obvious, that the reason why a witness is not obliged to answer is, that the admissions thus forcibly extorted might afterwards be used against him. Acts of Parliament have, on several occasions, been passed to protect witnesses from the consequences of giving evidence: the 45 Geo. 3, c. 128, and 1 & 2 Geo. 4, c. 21, were of this nature. And a bill of like character, in order to facilitate inquiries into bribery at elections, was a short time since brought into the House of Lords by Lord Brougham. In these cases it does not appear to have been thought that the witness might still refuse to answer, on the ground of its tending to degrade him; for, although the Act protected him from punishment, his character would be as much injured by an avowal of the crime as if no protection existed. What, then, is the cause of this apparent omission? We apprehend it to be, that, where a question is put relevant to the matter in issue, the witness must give an answer, however

strongly it may reflect on his character. The question, in such cases, is not put for the purpose of reflecting on the character of the witness, although that may be its necessary effect, but of ascertaining the truth concerning the point in issue; and the law will not suffer any regard for the character merely of a witness, to prevent its doing justice to the litigant parties. But where the answer may create a criminal liability, it is deemed better that there should be a failure of justice, than that any man should be forced into a confession of guilt. Where, therefore, an act of indemnity has been passed, the witness will be obliged to answer all questions relevant to the inquiry, but not any which are irrelevant and put only for the purpose of discrediting him.

As to the nature of the questions which he may refuse to answer, it is to be observed, that not only a question that directly criminales is objectionable, but even one having a tendency to do so. For instance, where there was a question whether there had been usury in a bill of exchange, and the witness being asked if the bill had ever been in his possession before, objected; Mansfield C. J., refused to compel him to answer, observing that it went to connect him with the bill, and might be a link in the chain; and Lord Eldon on one occasion expressed his opinion, that a party should be protected from questions not only that have a direct tendency to criminate him, but that form one step towards it. And it is important to the witness that he should at once object, and not wait for a question directly tending to criminate him to be put; for he may find, that by allowing the preliminary questions to be put without objection, he has inadvertently parted with his privilege, and can no longer refuse to answer.

Whether a witness is to be driven to insist upon his right, by allowing the question to be asked, is not yet clearly settled, and yet to him this is a very important matter. In vain have several judges said, "that the

not answering can have no effect with the jury, and that no inference was to be drawn from the refusal." It is impossible for a jury not to entertain an unfavourable opinion of such a witness; for what innocent man would not indignantly deny the charge and strive to clear his character from suspicion, instead of sheltering himself behind his strict legal right? and, indeed, one judge has viewed the subject in this light, and remarked, that "if the witness refuse to answer, it is not without its effect on the jury. If you ask a witness whether he has committed a particular crime, it would perhaps be going too far to say that you may discredit him if he refuse to answer: it is for the jury to draw what inferences they may." Nor is it upon the jury only that an unfavourable effect would be produced: the refusing to answer would be deemed by the bystanders a conclusive proof of guilt, and the character of the witness receive an indelible stain. Where, however, the fact inquired into, although it contain a criminal imputation against the witness, is connected with the matter in issue, the question must be asked; for it was held by all the judges in *The Queen's case*, (2 B. & B. 311), not only that a question as to an act done by the witness, the answer to which might criminate him, might be put, in order to afford a foundation for contradicting him if he denied the fact, but even that the adverse party could not, without asking the question, adduce such evidence to impeach the credit of the witness. It is therefore in those cases only in which the subject of the question is unconnected with the point in issue—and the party asking it must be satisfied with the answer if given, and cannot produce evidence in contradiction on account of its being a collateral issue—that the doubt, whether the question may be put, arises. There have been several contradictory decisions. In *Reading's case*, (7 Howell's St. Tr. 226), it was held that a question tending to charge a witness with a crime for which he had been pardoned, could not be asked; and in *Cundell v. Pratt*, 1 Moo. & Mal. 108, on a witness being asked upon cross-examination, whether she had been guilty of incest with a particular individual, Best, C. J., interfered, and prohibited the question, saying, "This question may subject her to punishment; I think, therefore, it ought not to be put." And in *Watson's case*, (2 Stark. N. P. C. 161), Lord Ellenborough observed, that a question whether a witness had been guilty of a particular crime, would be improperly asked. Authorities are not wanting on the other side. Bayley, J., in the same case, appears to have thought that such questions might be put. In Mr. Roscoe's excellent book on Criminal Evidence, 2nd Ed. 163, it is remarked in reference to this subject, that "upon principle, it would seem that questions tending to expose the witness to *punishment*, may be put as well as questions tending to degrade his character. The ground of objection in the first case is not that the question has a tendency to degrade him, but that advantage may be taken of his answer in some future proceeding against him, and the rule that no person is bound to accuse himself is urged. This objection is, however, completely removed by permitting the witness not to answer the question, for this silence would not in any future proceeding be any admission of guilt. The question may then be regarded as one simply tending to degrade the witness, and would come within the rule

which appears to be now well established, that it may be put, though the witness is not compellable to answer." And an observation of Mr. Phillips respecting questions tending to degrade, is equally applicable to questions tending to criminate—that it is difficult to see how a question can properly be deemed illegal, when, if the witness chooses to answer, his answer must undoubtedly be received as evidence. (Phil. Ev. 8th ed. 922). To this it may be added, that, in order to decide upon the value of any testimony, it is necessary to know the character of the person giving it; and the injury done to the feelings of a guilty witness is not to be compared with the evil of an imperfect administration of justice. But amidst this conflict of authorities, we will not presume to decide. A clause declaratory of the law on the subject, might perhaps be usefully inserted in the Bill now in progress for amending the Law of Evidence. And it may even be worthy of consideration, whether the law might not be altered so as to protect a witness in all cases from being affected by answers given in judicial proceedings, and thus compel a disclosure of the whole truth. It might appear inquisitorial, but would not be so in reality; and, we dare say, many of our readers have known an important investigation to be baffled by this right of refusing to answer.

### BILL IN PROGRESS.

*A Bill to empower Coroners to take Bail in Cases of Manslaughter.*

- Sect. 1. *Coroners may take Bail in Cases of Manslaughter.*  
 2. *Coroner to deliver Recognizances to proper Officer.*  
 3. *In Cases of Refusal by Coroner to take Bail.*  
 4. *Act not to extend to Scotland.*  
 5. *Act may be altered during present Session.*

Whereas it is expedient and would promote the ends of public justice to authorize county and all other coroners to take bail for the appearance of persons who may stand charged with the crime of manslaughter before such coroners; be it therefore enacted, by &c., That from and after the passing of this act, whenever, upon the holding of any coroner's inquest, the jury duly sworn at such inquest shall have returned and recorded a verdict of manslaughter against any person or persons therein named, it shall be lawful for the coroner before whom such inquest has been held to admit, if he shall think fit, and hold to bail the person or persons so charged with being guilty of the said manslaughter, or the person or persons against whom any warrant of apprehension or commitment shall have been issued, signed by the said coroner, in consequence of the said verdict of manslaughter, in such sum or sums of money, and with such sureties, as he the said coroner shall think fit to name and require.

2. That the said coroner shall deliver or cause to be delivered the recognizance of such bail to the proper officer for receiving the same, in the court or courts wherein the trial or trials of the said person or persons is or are to take place, together with the written depositions of the witnesses at the said coroner's inquest, and the inquisition which was taken and signed thereat, before or at the time of the opening of the said court or courts.

3. That any person or persons against whom a verdict or verdicts of manslaughter has or have been returned and recorded as aforesaid, shall, in case of the refusal of any coroner to take bail as aforesaid, have the same powers and remedies, by application to any of the judges of Her Majesty's Court of Queen's Bench, as are now in force.

4. That the provisions of this act shall not extend to Scotland.

5. That this act may be amended or repealed by any act to be passed in this present session of parliament.

MIDDLE TEMPLE, May 6.—Called to the degree of the Utter Bar, William Adair Bruce, Esq.; Harvey Berrow Hooper, Esq.; Henry Stevens, Esq.; Samuel Darbishire, Esq.; Henry Keyser, Esq.; John Cole, Esq.



## Court Papers.

## CAUSE LISTS.—TRINITY TERM, 5 VICT.

## Court of Queen's Bench.

## NEW TRIALS

REMAINING UNDETERMINED  
AT THE END OF EASTER  
TERM, 1842.

## EASTER TERM, 1840.

Claridge v. Latrade  
Manchester & Leeds Railway  
Company v. Fawcett

## EASTER TERM, 1841.

Duke of Beaufort v. Gough  
Mast v. Collins  
Bailey v. Sandle & ors.  
Doe d. Pye v. Bramwhite  
Denny v. Clark  
Doe d. Metcalfe v. Metcalfe  
The Queen v. Scott & an.  
Mum v. ors. v. Negrepointe  
Cattrell v. Kenyon & Wife  
Hedley v. Bainbridge

## TRINITY TERM, 1841.

Coats v. Chaplin & ors.  
Crotty v. Price & an.  
Rowland v. Blakesley & ors.  
Green v. Steer  
Hey v. Wyche

## MICHAELMAS TERM, 1841.

Tribe v. Whicher  
Metcalfe v. Fowler  
Carter v. James  
Smythes v. Southall & an.  
Garber v. M'Mahon  
Thomas v. Rees  
Chapman v. White & ors.  
Boucher v. Murray  
Hayward v. Heffer & an.  
Churchill v. Bertrand  
Moog & an. v. Cook  
Same v. Same  
Thompson v. Mauleverer  
Carr v. Foster & ors.  
Jacques v. Mackie  
Doe d. Robinson v. Hird  
Bateman & ors. v. Pinder  
Morris v. The Preston & Wyre  
Railway and Harbour Dock  
Company  
Doe v. Pope  
Doe d. Stedding v. Crowden  
Prym v. Watson  
Martins v. Upcher  
Bourne v. Alcock  
Hardy v. Stone & an.  
Bevan v. Gething & ors.  
Doe d. Watton v. Penfold  
Lamb v. Gibbons  
Doe d. Levy v. Horne  
Hodgkinson v. Wyatt  
Renno v. Bennett  
Doe d. Levy v. Alcock & ors.  
Whittington v. Boxall & ors.  
Edwards v. Gilbert & ors.  
Dawson v. Dacre  
M'Intosh v. New College  
Costes v. Hopkins  
Lewis v. Meredith  
The Queen v. The Mayor &c.  
of Swansea  
Goddard & an. v. Ingram  
Miles v. Bough  
Woleley & an. v. Cox  
Same v. Same  
Williams v. Ford

Bache v. Martin  
Vickery v. Reed  
The Queen v. The Inhabitants  
of Chalcacombe

## HILARY TERM, 1842.

Smith v. Walpole  
Hall v. Fearnley  
Wright v. Glover  
Ross v. Clifton & ors.  
Same v. Same  
Gregson v. Ruck & ors.  
Same v. Same  
Hemp v. Garland

## EASTER TERM, 1842.

Veitch v. Russell  
The Queen v. Stowell  
Linnet v. Chaffers  
Dalton v. Whittem  
Same v. Same  
Green & an. v. Hipperaley  
Ross v. Harper  
Bingham v. Wheatley  
Dismore v. Innis & ors.  
Conelly v. Hill  
Chalcroft v. Pooley  
Thompson v. Wood & an.  
Hubbard v. Jarvis  
Parnell v. Wheatley  
Rainey v. Bainbridge  
Breeze v. Bradley  
Same v. Beaumont & Bradley  
Botteley v. Reed  
Martin v. Temperley  
Morrison v. Clarke  
The Queen v. Parker & an.  
Chandler v. Taylor  
Moses v. Levy  
The Queen v. Ellis  
Grace v. Clench  
Lane v. Goodwin  
Doe d. Marlow v. Wiggins  
The Queen v. Oakes & ors.  
Decre v. Ivey  
Doe d. Earl Egremont v.  
Grazebrook  
Same v. Stoste  
Same v. Williams  
Southcombe v. Merriman  
Lear v. Caldecott  
The Queen v. Scott  
The Mayor &c. of Exeter v.  
Warren  
Rawlins v. Jenkins & ors.  
Winchester Corn Exchange Co.  
v. Gillingham & an.  
Breure v. Thomson  
Doe d. Jackson v. Jackson  
Aldred & an. v. Constable  
The Queen v. The Inhabitants  
of Bamoldswick  
Oates v. Atkinson  
Gibson v. Faith & an.  
Rhodes & an. v. Milne  
Farrow v. Milner  
Alexander v. Ervington  
The Queen v. The Ipswich  
Dock Commissioners  
Doe d. Earl Orford v. Kemp  
Pursell v. Cumming & ors.  
Liddard v. Skelton  
Hopkinson v. Deckedina  
Renno v. Smith

Doe d. Bell & ors. v. Beckett  
Wilson v. Sewell  
Collis v. Stone  
Pepper v. Barnard & an.  
Dunn v. Combe  
Doe d. Timmis v. Steele & an.

Jones v. Ellis  
Davies v. Jones  
Doe d. Williams v. Williams  
Jones v. Thomas & ors.  
John v. Saer & an.  
Oldfields v. Williams

## SPECIAL PAPER.

Archbp. York v. Trafford  
Chapman v. Beecham  
Helliings v. Pratt & an.  
Russell v. Shenton  
Mittelhobser v. Fullarton  
Hoggins & ors. v. Gordon  
Price & an. v. Quarrell & an.  
Timms v. Williams  
Garton v. Robinson  
Milton v. Griffin & ors.  
Evans & an. v. Rufford & ors.  
Brisco v. Fell  
White v. Cullingford  
Berry v. Claudet  
Colnaghi & an. v. Ward  
Tracey v. Taylor  
King v. Greenhill  
Constable v. Osbaldeston  
Merceron v. Webster

The Clarence Railway Co. v.  
The Great North of Eng-  
land, Clarence, and Hartle-  
pool Junction Railway Co.  
Yates v. Aston  
Olive v. Smart  
Billing v. Green  
Slackwood v. Dunn  
Lord Rendlesham v. Brown  
Kightley v. Schofield & an.  
Foley v. Oddenbrooke & ors.  
Taylor & an. v. Taylor  
Mirdrell v. Grainger  
Price v. Treadwell  
Branson v. Newington  
Lazarus v. Cowie  
Abrahams v. Daniel & an.  
Lambert & an. v. Hespworth  
Sturge v. Bennett

## ENLARGED RULES

## FOR TRINITY TERM, 1842.

## First Day.

Bottomley v. Kidd  
Tebbutt v. Ambler  
Scougall v. Campbell & ors.  
Black v. New College, Oxford  
Same v. Same  
Bosanquet & ors. v. Graham  
Same v. Same  
Marston v. Davey  
Paul v. Player  
Orman v. Chilver  
Ex parte Talbot  
Browning v. Fyson  
The Queen v. The Manchester  
and Leeds Railway Co.  
The Queen v. The Sheriff of  
Middlesex  
The Queen v. Bingham  
The Queen v. The Mayor of  
Harwich  
The Queen v. The Mayor of  
Sudbury  
The Queen v. Grierson  
The Queen v. The North of  
England Railway Company  
The Queen v. The Justices of  
Middlesex

## Second Day.

Bury v. Clement  
Bryant v. Knight  
Haseldine v. Grove  
Stockbridge v. Susseams  
Doe v. Parry & ors.  
Cocks & ors. v. Edwards  
Gabriel v. Newman  
Weston v. Poolley  
In the matter of Peel & ors.  
Clayton v. Corley  
In the matter of Arbitration  
between Gibbs & ors.  
The Queen v. The Justices of  
the West Riding of Yorksh.  
The Queen v. The Mayor &c.  
of Norwich

## Third Day.

Williams & Wife v. Panton  
Hamer & ors. v. Alcock  
Bosanquet v. Houghton  
Thomas v. Flight  
Haseldine v. Baker  
Mason v. Painter  
Daniels v. Gompertz  
The Queen v. Harman  
The Queen v. Fry & ors.  
The Queen v. The Tower Ham-  
lets Sewer Commissioners  
The Queen v. Arrowsmith  
The Queen v. The Justices of  
the West Riding of Yorksh.  
The Queen v. The Justices of  
East Kent  
The Queen v. Greene  
The Queen v. Hodgson  
The Queen v. Deighton

## Fourth Day.

Ryan v. Lord Huntingtower  
Willis v. Paton  
Vaughan v. Westear  
Doe v. Roe  
The Queen v. Ward  
The Queen v. The Vicar and  
Churchwardens of Ottery  
The Queen v. Maude  
The Queen v. The Poor Law  
Coms. (Greenwich Union)  
The Queen v. Dolby  
The Queen v. Hill  
The Queen v. Boucher  
The Queen v. The Justices of  
the West Riding of Yorksh.  
Fifth Day.  
The Queen v. The Aldermen  
&c. of Malmesbury  
The Queen v. The Eastern  
Counties Railway Co.  
Same v. Same  
The Queen v. The Mayor &c.  
of Poole  
The Queen v. The Justices of  
Worcestershire

## CROWN PAPER.

Durham ..... Reg. v. Thomas Wealand and others.  
Yorkshire ..... Mayor &c. of York.  
Carmarthenshire .. William Garnon Hughes.

## Court of Common Pleas.

## ENLARGED RULES.

To 1st Day.

Blatchford v. Gompertz  
Same v. Same

To 2nd Day.

Jewell v. Wakerling  
Ouchterlony v. Gibson

To 3rd Day.

Phillips v. Birch

To 7th Day.

Price v. Lewis  
Same v. Same

To 8th Day.

Watt v. Cobb

Generally.

In re Inman

## NEW TRIALS.

HILARY TERM, 1842.

Crawshaw v. Thompson  
Tugman v. Hopkins  
Harrison v. Heathorne  
Same v. Same  
Same v. Same  
Borrodaile v. Hunter  
Clegg v. Henderson  
Crotty v. Hodges  
Spencer v. Handley  
Brown v. Langley  
Hall v. Betty  
Fagan v. DawsonO'Connor v. Majoribanks  
Perkins v. Vaughan  
Woolley v. Newton  
Ashcroft v. Morrice  
Scott v. Crawford  
Bell v. Frankis  
\*Scales v. Gaminard  
\*Wetherd v. Calcutt  
\*Maud v. Monmouth Canal  
Company  
\*Davidson v. Bower  
\*Worge v. Relph  
\*Dirks v. Richards*Those marked \* are Country Causes; the rest are Town Causes.*

## DEMURRER PAPER.

Wednesday, May 25.

Scott v. Chappelow  
Same v. Handiside  
Same v. Taylor  
Fishmongers' Co. v. Robertson  
Same v. Booth  
Same v. Staines  
Albon v. Pyke  
Kennard v. Knott  
Freeman v. Curtis  
Howarth v. Tollemache  
Morrison v. Trenchard  
Rowcliffe v. Cliffe  
Siggers v. Stephen  
Williams v. Cooke  
Anstead v. WilkinsonWarwick v. Rogers  
Crosby v. Hetherington  
Thomas v. Brewer  
Woolner v. Julier  
Child v. Keene  
Aldridge v. Howard

Friday, May 27.

Evans v. Hutton  
Edsall v. Russell  
Everitt v. Dick  
Mercer v. Cheese*The other Special Argument  
Days in this Term are—*

Wednesday, June 1.

Friday, June 3.

## CUR. ADV. VULT.

Bonzi v. Stuart  
Same v. Same  
Aylesbury Railway Company  
v. Mount  
Collyer v. Stennett  
Alexander v. Burchfield  
Bartholomew v. Carter  
Belcher v. CasperSkinner v. Lambert  
Crane v. Price  
Gledstones v. Earl Sandwich  
Tucker v. Inman  
Bradbee v. Christ's Hospital  
Same v. Same  
Arnold v. Mayor of Poole

## Court of Exchequer.

SITTINGS—TRINITY TERM, 1842.

Banc.

Nisi Prius.

Monday .. May 23	.....	.....
Tuesday ..... 24	Peremptory paper	.....
Wednesday .... 25	.....	Midd. 1st sitting.
Thursday ..... 26	Circuits chosen.	.....
Friday ..... 27	.....	.....
Saturday ..... 28	.....	.....
Monday ..... 30	Special paper	London 1st sitting.
Tuesday ..... 31	.....	.....
Wednesday, June 1	Special paper	Midd. 2nd sitting.
Thursday ..... 2	.....	.....
Friday ..... 3	.....	.....
Saturday ..... 4	.....	.....
Monday ..... 6	Special paper	.....
Tuesday ..... 7	.....	London 2nd sitting.
Wednesday .... 8	Special paper	Ditto by adjourn.
Thursday ..... 9	.....	Midd. 3rd sitting.

Friday ..... 10  
Saturday ..... 11  
Monday ..... 13

Banc.

Nisi Prius.

## NEW TRIALS.

STANDING FOR JUDGMENT.  
*Moved Mich. Term, 1841.*Holmes v. Poole  
Rawdon & an. v. Wentworth  
Fauntleroy v. Jones  
Smout v. Ilbery

FOR ARGUMENT.

*Moved Easter Term, 1842.*Johnston & an. v. Manual  
Harris v. Bushell  
Barker v. Burt  
Holland v. Cooper  
Doe d. Robinson v. Simpson  
Jenkins v. Ridler  
Webster v. Norton & an.  
Hack v. Smith & ors.  
Amos v. Moor  
Broadhead v. Dickens & ors.  
Heming & Wife v. Power  
Ramsey & ors. v. Eaton  
Lawson & ors. v. Holloway  
Harding v. Hall & ors.  
Wentworth v. Outhwaite & an.  
Glave v. Wentworth & an.  
Nickels v. Mason & an.  
Davidson v. Cooper & an.  
Same v. Same  
Walker & ors. v. JacksonFletcher v. Croasbie & ors.  
Same v. Same  
Same v. Same  
Fletcher & an. v. Redhead  
Ludlow v. Watkins  
Burchall v. Powpart  
Flint & an. v. Walker  
Gibbs & ors. v. Potter & an.  
Dickson & an. v. Arnold & an.  
Burton v. Hinson & an.  
Daintree v. Hutchisson  
Marquis of Anglesey v. Lord  
Hatherton  
Coombs v. Nead  
Doe d. Drax & ors. v. Filler  
Fox v. Frith & ors.  
Yorke v. Brown  
Same v. Beale  
Webber v. Sparkes  
Morris v. Vuran & an.  
Williams v. Gerry  
The Mayor &c. Carmarthen v.  
Evans & ors.*Moved after the 4th day of  
Easter Term, 1842.*Molineux v. Pemeller  
Walker v. Hutton  
Guntton v. Abbott

## SPECIAL PAPER.

*Remanets from Easter Term,  
1842.*

STANDING FOR JUDGMENT.

Quarington v. Arthur  
Taylor v. Ashton  
Doe d. Christopher v. Christopher

FOR ARGUMENT.

Doe d. Daniel v. Woodroffe  
The Mayor &c. of Coventry v.  
Lythall & ors.  
Warwick v. RichardsonClarke v. Sewell  
Crucknell v. Hitchcock  
Crucknell v. Truman  
Rowley & Wife v. Morley  
Bedwell v. Coleman & an.  
Moore v. Montagu  
Beechey v. Quentary  
Millington v. Carr  
Winterbottom v. Wright  
Riseley v. Ryle  
Bowker & an. v. Burdcken  
Coom & an. v. Sloggett  
Phillips & ors. v. Cloggett

## PEREMPTORY PAPER.

*Tuesday, May 24, 1842, to be  
taken at the Sitting of the  
Court.*Doe d. Lloyd v. Rowlinson  
Stephens v. Hill  
Malins & ors. v. Price & ors.  
Colvin & ors. v. Buckle & ors.  
Same v. Farmer  
Same v. Andrew  
Jones & an. v. Williams & ors.  
Jones v. Browne  
Sharp & ors. v. The Bristol &  
Exeter Railway CompanyCorlett v. Jones & ors.  
Crowley & ors. v. Wright  
Barton v. Joseph Seager  
Barton v. John Seager  
Yorath v. Lewis  
Scholes & ors. v. Hilton  
Ohre v. Newman  
Fisher & an. v. Duberly  
Davis v. Newman (trespass)  
Davis v. Newman (case)  
Quested v. Callis  
Adkins v. Anderson

## EQUITY SITTINGS, TRINITY TERM, 1842.

## Court of Chancery.

*Before the LORD CHANCELLOR, at Lincoln's Inn.*

Monday.... May 23	Appeal Motions.
Tuesday..... 24	Petition Day.
Wednesday .... 25	} Appeals.
Thursday ..... 26	
Friday ..... 27	
Saturday ..... 28	
Monday ..... 30	
Tuesday ..... 31	
Wednesday .. June 1	

Thursday .....	2	Appeal Motions.
Friday .....	3	} Appeals.
Saturday .....	4	
Monday .....	6	
Tuesday .....	7	} Appeal Motions.
Wednesday .....	8	
Thursday .....	9	Appeal Motions.
Friday .....	10	} Appeals.
Saturday .....	11	
Monday .....	13	Appeal Motions and Appeals.

Such days as his Lordship is occupied in the House of Lords excepted.

### Rolls Court.

*Before the Right Hon. the MASTER of the ROLLS, at the Rolls, Chancery-lane.*

Monday....	May 23	Motions.
Tuesday.....	24	Petitions in General Paper.
Wednesday.....	25	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday.....	26	
Friday.....	27	
Saturday.....	28	
Monday.....	30	
Tuesday.....	31	} Motions.
Wednesday ..	June 1	
Thursday .....	2	Motions.
Friday .....	3	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday .....	4	
Monday.....	6	
Tuesday .....	7	
Wednesday .....	8	
Thursday .....	9	Motions.
Friday .....	10	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday .....	11	
Monday.....	13	Petitions in General Paper.
Tuesday.....	14	Motions.
		{ Short Causes after swearing in the Solicitors.

Short Causes, Consent Causes, and Consent Petitions, every Tuesday, at the Sitting of the Court.

### Vice-Chancellors' Courts.

*Before the VICE-CHANCELLOR OF ENGLAND at Lincoln's Inn.*

Monday....	May 23	Motions.
Tuesday.....	24	Petitions.
Wednesday .....	25	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	26	
Friday .....	27	{ Unopposed Petitions, Short Causes, and Ditto.
Saturday .....	28	
Monday.....	30	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday.....	31	
Wednesday ..	June 1	{ Motions.
Thursday .....	2	
Friday .....	3	{ Unopposed Petitions, Short Causes, previous to General Paper.
Saturday .....	4	
Monday.....	6	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday.....	7	
Wednesday ..	8	{ Motions.
Thursday.....	9	
Friday .....	10	{ Unopposed Petitions, Short Causes, and General Paper.
Saturday .....	11	
Monday.....	13	{ Causes, Exceptions, and Further Di- rections.
		Motions.

*Before VICE-CHANCELLOR KNIGHT BRUCE, at Lincoln's Inn.*

Monday ....	May 23	Motions.
Tuesday .....	24	{ Petitions & Pleas, Demurrers, Exceptions, Causes, & Further Directions.
Wednesday ....	25	
Thursday .....	26	{ Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Friday .....	27	
Saturday .....	28	{ Unopposed Petitions, Short Causes, previous to General Paper.

Monday.....	30	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday.....	31	
Wednesday .. June 1		
Thursday .....	2	Motions and Ditto.
Friday .....	3	} Exceptions, Causes, and Further Di- rections.
Saturday .....	4	
		Unopposed Petitions, Short Causes, and Ditto.
Monday.....	6	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	7	
Wednesday .....	8	
Thursday.....	9	Motions and Ditto.
Friday .....	10	} Exceptions, Causes, and Further Di- rections.
Saturday .....	11	
		Unopposed Petitions, Short Causes, and Ditto.
Monday.....	13	Motions and Ditto.

*Before VICE-CHANCELLOR WIGRAM, at Lincoln's Inn.*

Monday....	May 23	Motions.
Tuesday.....	24	{ Petitions, with Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	25	
Thursday .....	26	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Friday .....	27	
Saturday .....	28	{ Unopposed Petitions and Short Causes previous to General Paper.
Monday.....	30	
Tuesday.....	31	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..	June 1	
Thursday.....	2	Motions and Ditto.
Friday .....	3	{ Exceptions, Causes, and Further Directions.
Saturday .....	4	
Monday.....	6	{ Unopposed Petitions, Short Causes, and Ditto.
Tuesday .....	7	
Wednesday .....	8	{ Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	9	
Friday .....	10	Motions and Ditto.
Saturday .....	11	{ Exceptions, Causes, and Further Directions.
Monday.....	13	
		{ Unopposed Petitions, Short Causes, and Ditto.
Monday.....	13	Motions and Ditto.

### London Gazette.

TUESDAY, MAY 17.

#### DECLARATIONS OF INSOLVENCY.

SAMUEL QUESTED, Harrow-rd., Paddington, corn dealer.  
JOHN MILLS, Manor-st., Clapham, Surrey, ship owner.  
CHARLES DENNIS BOWERS, Cannon-st., comb maker.

#### BANKRUPTS.

GEORGE GREENWELL, JOHN BENJAMIN DAVID DEARBERG, and WILLIAM WHITEHALL, Fore-st., London, and Coventry, silk manufacturers and warehousemen, May 27 at 1, and June 28 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Jones, Sise-lane.—Fiat dated May 14.

THOMAS CHAPMAN, jun., Chenies-st., Tottenham-court-road, and Great George-st., Euston-sq., dairyman and cow-keeper, May 27 at 1, and June 28 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sol. Williams, Alfred-place, Bedford-sq.—Fiat dated May 13.

JAMES BARRAT, Great Pulteney-st., Golden-sq., builder, May 24 at half-past 1, and June 28 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Beaumont & Thompson, 19, Lincoln's-inn-fields.—Fiat dated May 9.

JOSEPH WOOD and JOHN HOWARD, Leeds, Yorkshire, and Belfast, Ireland, merchants, May 31 and June 28 at 11, Commissioners'-rooms, Leeds: Sols. Payne & Co., Leeds; Wilson, 6, Southampton-street, Bloomsbury.—Fiat dated April 23.

EDWARD TOMKIES and THOMAS TOMKIES, Shrewsbury, Shropshire, and Manchester, fellmongers, May 31 and June 28 at 11, Shire-hall, Shrewsbury: Sols. Finliger & Westmacott, 1, Gray's-inn-sq.—Fiat dated May 10.

**WILLIAM GILROY**, Birmingham, ironmonger, May 28 at 2, and June 28 at half-past 2, Waterloo-rooms, Birmingham: Sols. Harrison, Birmingham; Chaplin, 3, Gray's-inn-sq.—Fiat dated May 12.

**JOHN POLLOCK**, Liverpool, merchant and general agent, May 27 and June 28 at 1, Clarendon-rooms, Liverpool: Sols. Howard, Liverpool; Jenings & Co., 4, Elm-court, Temple.—Fiat dated May 12.

**CHARLES PRATTEN**, Bristol, boot and shoe maker, May 31 and June 28 at 2, Commercial-rooms, Bristol: Sols. Hassell, Bristol; Swain & Co., 6, Frederick-pl., Old Jewry.—Fiat dated May 12.

**BEN WRIGLEY**, Horest, Saddleworth, Yorkshire, woollen cloth manufacturer, June 7 and 28 at 11, Commissioners'-rooms, Manchester: Sols. Redfern, Oldham; Spinks, jun., 18, John-street, Bedford-row.—Fiat dated April 19.

**THOMAS RENNY and WILLIAM BROWN**, Liverpool, oil-cloth manufacturers, May 27 and June 28 at 1, Clarendon-rooms, Liverpool: Sols. Atkinson, Liverpool; Adlington & Co., Bedford-row.—Fiat dated May 12.

**DANIEL HADINGHAM**, Cambridge, linen draper, June 3 and 28 at 11, Red Lion Inn, Cambridge: Sols. Adcock, Cambridge; Ashurst, 137, Cheapside.—Fiat dated May 10.

**JOHN DOCKRAY and THOMAS PINDER**, Leeds, machine-makers, May 31 and June 28 at 1, Commissioners'-rooms, Leeds: Sols. Snowden & Preston, Leeds; Lambert, 4, Raymond's-buildings, Gray's-inn.—Fiat dated May 5.

**JOHN SIMMONS**, Atherstone, Warwickshire, furnishing ironmonger, May 30 and June 28 at 12, Lansdowne Hotel, Leamington Priors: Sol. Blaine, 27, Lincoln's-inn-fields.—Fiat dated May 11.

**HENRY CHARLES MORETON DYER**, Manchester, and New Broad-st., City of London, merchant, June 6 at 10, and June 28 at 2, Commissioners'-rooms, Manchester: Sols. Morris, Manchester; Adlington & Co., Bedford-row.—Fiat dated April 22.

**EDMUND WILBY**, Ossett, Yorkshire, cloth manufacturer, May 24 at 10, Sessions-house, Wakefield, June 28 at 2, Commissioners'-rooms, Leeds: Sols. Stewart, Horbury, near Wakefield; Battye & Co., 20, Chancery-lane.—Fiat dated May 9.

**WILLIAM WILKS**, Bengeworth, Worcestershire, coal merchant, May 25 and June 28 at 11, White Hart Inn, Evesham: Sols. Workman, Evesham; Blower & Vizard, 61, Lincoln's-inn-fields.—Fiat dated May 6.

**JOHN SMALLEY**, Duxberry Mill, near Chorley, Lancashire, corn miller, June 8 at 1 and June 22 at 11, Commissioners'-rooms, Bolton: Sols. Alcock & Dixon, Burnley; Cragg & Jeyes, 4, Harpur-street, Red Lion-square.—Fiat dated April 30.

#### MEETINGS.

*Edw. Thos. Murray*, Church-street, St. Mary, Newington, Surrey, leather-seller, and Great George-street, Bermondsey, japanner and enameller of leather, June 2 at 1, Court of Bankruptcy, last ex.—*Sam. Garcia*, Brydges-st., Covent-garden, shell fishmonger, May 26 at 1, Court of Bankruptcy, last ex.—*Emily Ann Birch*, Bedford-pl., Russell-sq., lodging-house keeper, May 20 at 1, Court of Bankruptcy, last ex.—*Richard Terry*, Cheltenham, Gloucestershire, common brewer, June 7 at 12, last ex.—*Jas. Nutter*, Cambridge, miller, May 25 at 11, Eagle Inn, Cambridge, last ex.—*Sam. Wild*, Manchester, coal dealer, June 3 at 12, Commissioners'-rooms, Manchester, last ex.—*Jos. Chas. Clarke*, Water-lane, Great Tower-st., City of London, wine merchant, June 9 at 11, Court of Bankruptcy, aud. ac.—*Edw. Jas. Stone*, Belle Sauvage-yard, Ludgate-hill, maker of playing cards, June 9 at 12, Court of Bankruptcy, aud. ac. and div.—*W. Vaile*, Oxford-st., laceman, June 9 at 2, Court of Bankruptcy, aud. ac.—*Henry Holt*, High-street, Peckham, bookseller, June 9 at half-past 1, Court of Bankruptcy, aud. ac.—*Henry Nantes*, Warrford-court, Throgmorton-street, City of London, merchant, June 9 at half-past 2, Court of Bankruptcy, aud. ac.—*G. Wyatt* and *H. Thompson*, Portpool-lane, Gray's-inn-lane, common brewers, June 3 at 11, Court of Bankruptcy, aud. ac. sep. est. of *G. Wyatt*.—*Geo. Thompson* and *Jas. F. Forbes*, Crutched-friars, corn factors, June 7 at 1, Court of Bankruptcy, aud. ac.—*J. R. Willoughby*, York, builder, June 10 at 11, Guildhall, York, aud. ac.—*John Quarrell* and *R. Wright*, Cheltenham, Gloucestershire, bricklayers, June 7 at 1, Cox's, High-st., Cheltenham, aud. ac.—*Thomas Moss*, Kirton in Lindsey, Lincolnshire, draper, June 7 at 12, Lion Hotel, Glamford Briggs, aud. ac.—*Saml. Chad-*

*wick*, *James Chadwick*, and *John Chadwick*, Heywood, Lancashire, cotton spinners, June 10 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac. sep. est. *S. Chadwick*.—*Wilson Clare*, Preston, Lancashire, watch maker, June 11 at 11, Town-hall, Preston, aud. ac.; at 12, div.—*Chas. Harrop* and *Saml. Harrop*, Dobcross, Saddleworth, Yorkshire, clothiers, June 7 at 3, Commissioners'-rooms, Manchester, fin. div.; at 4, aud. ac.—*Wm. Dunn*, Southampton merchant, May 25 at 11, Star Hotel, Southampton, aud. ac. at 1, div.—*Wm. Verity*, jun., Birkenshaw, Bristol, Yorkshire, worsted manufacturer, June 28 at 1, Sun Inn, Bradford, aud. ac.; at 2, div.—*Lionel Knowles*, *Lionel Knowles*, jun. and *Stephen Hartley Knowles*, Gomersal, Yorkshire, merchants, June 28 at 11, Sun Inn, Bradford, aud. ac.; at div.—*James Wilson*, Torteth-park, Lancashire, licensed tinnler, June 11 at 1, Clarendon-rooms, Liverpool, aud. ac. at 2, first and fin. div.—*Robt. Dawes*, Drayton in Hal Shropshire, mercer, June 14 at 11, Phoenix Inn, Drayton Hales, aud. ac.; at 12, fin. div.—*Wm. Brown*, Manchester stuff manufacturer, June 11 at 12, Commissioners'-rooms Manchester, pr. d.; at 1, aud. ac.—*Benj. Gray*, *Thos. G. Robt. Wilson*, and *Jas. Richardson*, Liverpool, June 10 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div.—*Protheroe*, jun., Bristol, iron and tin merchant, June 10 11, Commercial-rooms, Bristol, div.—*Thos. Snowden*, Na Shields, Northumberland, grocer, June 6 at 11, Bankru Commissioners'-rooms, Newcastle-upon-Tyne, div.—*Fras. Britan*, Bristol, woollen draper, June 27 at 12, Commissioners'-rooms, Manchester, aud. ac.—*John Sanders*, King's-road Chelsea, baker, June 9 at 1, Court of Bankruptcy, aud. ac. and div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before June 7.*  
*Wm. Truman Harford Phelps*, Newport, Monmouthshire coal-merchant.—*John Marshall*, Beacott-hall, and Wednesbury, Staffordshire, iron-master.—*Robert Wilcock*, Low Allethwaite, Cartmel, Lancashire, banker.—*Henry Rode Biggs*, Brewer-st., Golden-sq., carpenter and builder.—*James Moss Sperling*, Halstead, Essex, scrivener.—*Wm. Parker Hockley*, Nottinghamshire, grocer.—*John Anderson* and *Wm Garrow*, Liverpool, merchants.

#### PARTNERSHIP DISSOLVED.

*Jas. Puttock* and *Richard Hill*, Epsom, Surrey, attorneys and solicitors.

#### SCOTCH SEQUESTRATION.

*Chas. Kennedy*, Edinburgh, surgeon.

#### INSOLVENT DEBTORS.

*Saturday, May 14, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Hannah Lowndes*, Moberly, near Knutsford, Cheshire, out of business, No. 59,464 C.; *John Goodier*, assignee.—*Sarah Graham*, widow, West Stockwith, Mistoron, Nottinghamshire, assistant to a shopkeeper, No. 58,781 C.; *John Fish*, assignee.—*James Chamberlain*, Hinckley, Leicestershire, coachman, No. 59,292 C.; *Richard Wade*, assignee.—*Job Payne*, Great George-st., Bermondsey, Surrey, carpenter, No. 52,281 C.; *Timothy Sharpe*, assignee.—*Wm. Berrill*, Grandborough, Buckinghamshire, carpenter, No. 48,970 C.; *Josiah Michael Smith*, new assignee, in place of *Charles Bennett*, late assignee, deceased.—*Ed. Basely*, Beaufort-terrace, King's-rd., Chelsea, grocer, No. 53,254 T.; *Isaiah Cox* and *John Alex. Anderson*, assignee.—*John Ainsworth*, Over Darwen, Lancashire, provision shopkeeper, No. 58,325 C.; *George Clark* and *Henry Smalley*, assignees.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, June 7 at 9.*

*Robert Foster*, Portman-place, Edgeware-road, cabinet-maker.—*Augustus Nichols*, White Lion-street, Whitechapel, pork-butcher.—*James W. Buckland*, Richmond-place, East-lane, Walworth, British plate manufacturer.—*Wm. G. George*, Paddington-st., High-st., Marylebone, carpenter.—*William Watkins*, Grange-walk, Bermondsey, cook.—*George Tysons*, Hatfield-st., Stamford-street, Blackfriars, clerk in a china and glass warehouse.—*Chas. Forder*, Commercial-road, Lambeth, general shopkeeper.—*George Howell*, Pottery-lane, West-stone, near Finchley, labourer.—*Thos. Smith*, Chapel-street, Pentonville, dyer and scourer.—*H. A. Styles*, Dean-street,

Soho, surgeon.—*Benj. W. Shepherd*, South-place, Kennington-common, Surrey, schoolmaster.—*Francis Sherratt*, Lichfield, conveyancer.

June 9, at the same hour and place.

*Elizabeth Chapman*, Keaton, near Bromley, Kent, spinster.—*John Bone*, Little Saffron-hill, Clerkenwell, wood turner.—*Mari Du Four*, Argyle-st., Regent-st., Piccadilly, milliner.—*John P. Davies*, Newman-st., Oxford-street, surgeon.—*John Hensby*, East-road, Horton New-town, hair-dresser.—*Hannah Thomas*, Lizard-street, St. Luke's, laundress.—*William Moss*, Tottenham High-cross, Tottenham, tailor.—*Robert Hudson Drew*, Great Bland-street, New Dover-road, Surrey, out of business.—*Henry Curtis*, Belvoir-terrace, Vauxhall-road, pianoforte maker.—*Jas. Pattie*, Brydges-street, Covent-garden, printer.—*James Ellis*, Tufton-st., Horseferry-road, Westminster, tailor.—*Ed. Wade*, Monkwell-st., Falcon-sq., out of business.—*Charles James Mathews*, Brompton-row, Middlesex, comedian.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Samuel Hodgson*, Morcan-hill, Kearsby with Netherby, near Wetherby, Yorkshire, schoolmaster, May 19, Powell & Son's, Enneshorough: 9½d. in the pound (and not 10½d., as before advertised).—*Isaac Newton*, Southampton-st., Strand, clerk to a general agent, May 23, Carter's, Commercial-road, Old Kent-road: 11s. 5d. in the pound.

#### MEETING.

*John Clark Summers*, 64, Strand, and Northumberland-st., Strand, out of business, June 1 at 1, Lewis's, Clement's-lane, King William-street, sp. aff.

#### FRIDAY, MAY 20.

##### BANKRUPTS.

**THOMAS BRETTELL**, Rupert-street, Haymarket, printer, May 27 at 1, and July 1 at 12, Court of Bankruptcy: Off. ass. Belcher; Sol. Arden, Red Lion-sq.—Fiat dated May 18.

**WILLIAM SMITH**, Curtain-road, near Worship-st., timber merchant, May 27 at 11, and July 1 at 1, Court of Bankruptcy: Off. ass. Belcher; Sol. Surman, 11, New-square, Lincoln's-inn.—Fiat dated May 18.

**ALEXANDER DUNCAN**, Cowper's-court, Cornhill, merchant, May 31 at half-past 1, and July 1 at 2, Court of Bankruptcy: Off. ass. Pennell; Sol. Kirkman, 71, King William-st.—Fiat dated May 11.

**JOHN STEWART**, Hampton-st., Walworth, Surrey, linen draper, May 31 at 1, and July 1 at 11, Court of Bankruptcy: Off. ass. Graham; Sol. Reynolds, 10, Adam-st., Adelphi.—Fiat dated May 16.

**WILLIAM HOOPER**, Reading, Berkshire, tobacco manufacturer, May 27 and July 1 at 11, Court of Bankruptcy: Off. ass. Edwards; Sol. Adlington & Co., 1, Bedford-row.—Fiat dated May 19.

**JOHN ROWLEY**, sen., Willenhall, Wolverhampton, Staffordshire, curry comb maker, May 31 and July 1 at 11, Swan Hotel, Wolverhampton: Sol. Turner & Corser, Wolverhampton; Hicks & Marris, 5, Gray's-inn-sq.; Chaplin, 3, Gray's-inn-sq.—Fiat dated May 18.

**WILLIAM THORPE**, Gooles, Yorkshire, stone mason and builder, May 31 and July 1 at 12, Guildhall, Doncaster: Sol. Wilson, Gooles; Galeworthy & Nichols, 9, Cook's-ct., Lincoln's-inn.—Fiat dated May 12.

**JOHN SMITH**, Huddersfield, wine and spirit merchant, June 10 and July 1 at 2, Pack Horse Inn, Huddersfield: Sol. Scholes & Dewsbury, York; Battye & Co., Chancery-lane.—Fiat dated May 8.

**JAMES IRVINE**, Liverpool, salt broker and commission agent, June 6 and July 1 at 1, Clarendon-rooms, Liverpool: Sol. Littledale & Bardwell, Liverpool; Vincent and Sherwood, Temple.—Fiat dated May 17.

**MOSES NEW**, Great Malvern, Worcestershire, innkeeper, May 27 and July 1 at 12, Crown Inn, Worcester: Sol. Finch & Jones, Worcester; White & Eyre, 11, Bedford-row.—Fiat dated May 13.

#### MEETINGS.

*Wm. Walker* and *John Walker*, St. John-sq., Clerkenwell, and Manchester, manufacturers of apparatus for heating buildings, June 3 at half-past 11, Court of Bankruptcy, pr. d.—*G. Stanley*, Southampton, manufacturer of bituminous pavement, May 31 at half-past 12, Court of Bankruptcy, pr. d.—*Wm. S. Balson*, *John Wilson*, and *John Langhorn*, Berwick-upon-Tweed, bankers, May 31 at 10, and June 1 at 11, King's Arms

Inn, Berwick-upon-Tweed, pr. d.—*J. B. Ricketts*, Leadenhall-street, merchant, May 30 at 12, Court of Bankruptcy, ob. ass.—*Jos. Scott* and *Hen. Coker*, Wood-st., Cheap-side, woollen warehousemen, May 31 at 12, Court of Bankruptcy, last ex.—*Wm. Ball*, Paternoster-row, bookseller and publisher, May 30 at half-past 11, Court of Bankruptcy, last ex.—*Thos. Arnold*, Paternoster-row, bookseller and publisher, May 30 at half-past 11, Court of Bankruptcy, last ex.—*Wm. McLeod*, Coleman-street-buildings, merchant, May 30 at 11, Court of Bankruptcy, last ex.—*Deane S. Walker*, Great St. Helen's, City of London, India-rubber manufacturer, May 31 at 12, Court of Bankruptcy, last ex.—*Elis. Franksland*, widow, Reading, Berkshire, innkeeper, May 31 at 10, George Inn, Reading, last ex.—*Isaac N. Wigney* and *Clement Wigney*, Brighton, Sussex, bankers, June 14 at 11, Town-hall, Brighton, last ex.—*Luke Whitby*, Green Dragon-yard, Whitechapel, builder, June 10 at 11, Court of Bankruptcy, and. ac.—*Charles Aug. Cantor*, Upper Montagu-st., Montagu-sq., merchant, June 13 at half-past 12, Court of Bankruptcy, and. ac.—*C. Canwall*, Woburn-pl., Russell-sq., lodging-house keeper, June 13 at 12, Court of Bankruptcy, and. ac.—*Abraham Dixon*, Huddersfield, Yorkshire, and *Wm. Taylor*, Great Winchester-street, London, merchants, June 13 at 1, Court of Bankruptcy, and. ac.; at half-past 1, fin. div.—*Wm. Richards*, Oxford-street, victualler, June 13 at 11, Court of Bankruptcy, and. ac.—*E. Manning* and *Cornelius Chas. Manning*, High-street, Aldgate, drapers, June 11 at 12, Court of Bankruptcy, and. ac. and div.—*John Bowers*, Chipstead, Kent, grocer, June 11 at 11, Court of Bankruptcy, and. ac. and div.—*John R. Willoughby*, York, builder, June 10 at 11, Guildhall, York, and. ac.—*W. Sorby*, Chorlton-upon-Medlock, Lancashire, chemist, June 13 at 10, Commissioners'-rooms, Manchester, and. ac.—*Henry Clarke*, Northampton, beer-seller, June 13 at 2, Goat Inn, Northampton, and. ac.—*John Parkes Hope*, Atherstone, Warwickshire, builder, June 16 at 1, Craven Arms Hotel, Coventry, and. ac.—*James Brooks*, Manchester, grocer, June 17 at 10, Commissioners'-rooms, Manchester, and. ac.; at 11, div.—*J. Halkiley*, *J. Brooks*, *J. Halkiley*, and *J. Halkiley*, jun., Dewsbury, Yorkshire, woollen manufacturers, June 21 at 12, Commissioners'-rooms, Leeds, and. ac.—*Alex. Clugston* and *Chas. P. Chapman*, Paul's-wharf, Thames-st., merchants, June 10 at half-past 11, Court of Bankruptcy, div.—*Christopher Baker*, St. John's-st., Clerkenwell, distiller, June 10 at 12, Court of Bankruptcy, fin. div.—*George Woolcott*, Brownlow-mews, Gray's-inn-lane, and *Doughty-st.*, builder, June 15 at 2, Court of Bankruptcy, div.—*Octavius Thomson*, London-wharf, Hackney, coal merchant, June 13 at 2, Court of Bankruptcy, div.—*Mary Parkes*, Golden-sq., printseller, June 11 at 1, Court of Bankruptcy, div.—*Thos. McBurnie* and *David McBurnie*, Huddersfield, Yorkshire, dyers, June 10 at 12, Pack Horse Inn, Huddersfield, and. ac.; at 1, div.—*Wm. Iredale*, Smith-ridding, Almondbury, Yorkshire, woollen cloth manufacturer, June 13 at 3, George Hotel, Huddersfield, and. ac.; at 4, div.—*George Jackson*, Birmingham, timber merchant, June 23 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, div.—*John Carter*, Birstal, Yorkshire, woolstapler, June 15 at 12, Commissioners'-rooms, Leeds, and. ac.; at 1, first and fin. div.—*J. R. Henderson*, Leicester, wine merchant, June 13 at 11, Blue Lion, Leicester, and. ac.; at 1, div.—*Roger Banks*, Boston, Lincolnshire, ship builder, June 14 at 2, Peacock Inn, Boston, and. ac. and second and fin. div.—*Wm. Greenwood*, *H. Greenwood*, and *J. S. Greenwood*, Calverley-mills, Yorkshire, cloth-manufacturers, June 15 at 9, Commissioners'-rooms, Leeds, and. ac.; at 10, div.—*David Hughes*, Welchpool, Montgomeryshire, lime burner, June 18 at 12, Royal Oak Inn, Welchpool, and. ac.; at 1, div.—*Richard Goodlen*, Welchpool, Montgomeryshire, carrier, June 18 at 11, Royal Oak Inn, Welchpool, and. ac.; at 12, div.—*H. Sunderland* and *Geo. Wrigge*, Huddersfield, Yorkshire, dealers in cotton warps, June 13 at 10, White Swan Inn, Huddersfield, and. ac.; at 11, div.—*Joe. Tolson* and *J. S. Tolson*, Huddersfield, Yorkshire, fancy cloth manufacturers, June 13 at 2, George Hotel, Huddersfield, and. ac.; at 3, div.—*Edward Harper*, Steeple Claydon, Buckinghamshire, and *Bicester*, Oxfordshire, grocer, June 13 at 11, George Inn, Aylesbury, and. ac.; at 12, div.—*Sarah Bell* and *James Whitfield*, Winton, Durham, merchants, July 6 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and. ac.; at 12, div.—*Charles Pais*, Liverpool, hat manufacturer, June 15 at 12, Clarendon-rooms, Liverpool, fin. div.—*John Skand*, Liverpool, victualler, June 16 at 1, Clarendon-rooms, Liverpool, div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before June 10.

Joseph Hayman Arnold and William Henry Woollett, Cle-  
ment's-lane, ship and insurance agents.—Thomas Pitt Balls,  
Vassall-road, Brixton, and Vauxhall-road, Lambeth, Surrey,  
coach and omnibus proprietor.—Richd. Brownlow, White-st.,  
Finsbury, silk-dresser.—William Marshall, Liverpool, iron-  
founder.—Wm. Routledge, Liverpool, wine merchant.—Jas.  
Dickinson, Bramley, Yorkshire, drysalter.—Robert Tovey,  
Bristol, pawnbroker.

## PARTNERSHIP DISSOLVED.

John Knapp Sutcliffe and Richard Birch, New Bridge-st.,  
Blackfriars, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

David Walker, Blackie Muir, by Lawrence Kirk, mer-  
chant.—Peter Taylor, Dunfermline, draper.—John Crawford  
& Co., Glasgow, manufacturers.—John Barclay, Dalchurla,  
near Crieff, farmer.—John Little, Annan, merchant.—John  
Corson, Kilmichael Glassary, Argyle, farmer.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought before the  
Court, in Portugal-st., on Friday, June 10 at 9.

Thomas Bark, Saracen's Head Inn-yard, Camomile-st.,  
Bishopsgate-street, veterinary surgeon.—John Haymore,  
Nag's Head, Leather-lane, Holborn, out of business.—Thos.  
Fox, Blenheim-st., King's-road, Chelsea, working jeweller.—  
Samuel Bills, White Lion, Upper Thames-street, licensed victu-  
aller.—Matthew Moore, Seven Step-alley, Rotherhithe,  
journeyman barge-builder.—Mary Tull, widow, Great Prescott-  
street, Goodman's-fields, dealer in milk.—Thomas Amor,  
Thayer-street, Manchester-square, and John-street, Avenue-  
road, Regent's-park, fishmonger.—Wm. Applegate, Tooley-  
st., Southwark, tailor.—Anthony Tarrant, Frederick-place,  
Old Kent-road, Surrey, commercial traveller.—Jas. Tebbutt,  
High-street, Poplar, journeyman engineer.—George Brown,  
Pembroke-cottage, Pembroke-mews, Chapel-st., Grosvenor-  
place, bricklayer.—Fredk. Crook, Gray's-inn-terrace, Gray's-  
inn-lane, commission-agent.

## Adjourned.

Edward Holtis, Prince's-court, Gravel-lane, Union-street,  
Surrey, out of business.

June 13, at the same hour and place.

Thos. Knight, jun., Snow-hill, jobbing carpenter.—Edwd.  
Basely, Beaufort-terrace, King's-road, Chelsea, grocer.—Jas.  
Calkrop, Renhol, Bedfordshire, out of business.—J. Biggs,  
King-st., Soho, carpenter.—John F. Palmer, New Inn, Old  
Bailey, out of business.—Wm. Tilling, Berners-mews, Mid-  
dlesex Hospital, carman.—Wm. Peirson, sen., York-street,  
Bagnigge-wells-road, journeyman tailor.—Joseph S. Peirson,  
Seckford-street, Clerkenwell, out of business.—Chas. Lance,  
High-street, New Brentford, carpenter.—Chas. Estall, New-  
land-street, Colehill-street, Eaton-square, Pimlico, plasterer.  
—Wm. Watson, Grove-place, Coburg-road, New Kent-road,  
out of business.—Wm. Cox, James-street, Camberwell, Sur-  
rey, retired serjeant-major in the foot guards.

## INSOLVENT DEBTORS' DIVIDENDS.

Francis Mellersh, Kew, Surrey, victualler: 2s. 0½d. in the  
pound.—Wm. Stillman, Aston, near Birmingham, school-  
master: 1s. 11d. in the pound.—Jas. Branch Houson, Spar-  
riergate, York, watch-maker: 3s. 8d. in the pound.—John  
Robinson, Leeds, woollen-draper: 1s. 0½d. in the pound.—  
Francis Calvert, Daw-green, near Dewsbury, Yorkshire,  
shoddy dealer: 1s. 10½d. in the pound.—John Spark, Sun-  
derland, grocer: 1s. 11d. in the pound.—Thos. Rogers, Hex-  
ham, Northumberland, hatter: 5s. 10½d. in the pound.—Jas.  
Kilroy, Liverpool, linen-draper: 3s. 9d. in the pound.

Application at the Provisional Assignee's Office, Portugal-st.,  
Lincoln's-inn-fields, between the hours of 10 and 1.

John Tapley, Bideford, Devonshire, currier, May 26, Bur-  
nard's, Bideford: 1s. 10½d. in the pound.—Henry Warbur-  
ton, Sharples, near Bolton-le-Moors, Lancashire, bleacher,  
May 25, Taylor & Andrews's, Bolton-le-Moors: 7s. 10d. in  
the pound.

## MEETINGS.

John Cox, Pointon, Lincolnshire, cordwainer, June 4 at 11,  
White & Kewney's, Grantham, sp. aff.—Richd. Green, Hal-  
ifax, Yorkshire, joiner, June 11 at 10, Alexander's, sp. aff.—  
Samuel Ward, Syston, Leicestershire, labourer, June 4 at 12,  
Robinson & Ingram's, sp. aff.

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# The Jurist

No. 281.

LONDON, MAY 28, 1842.

PRICE 1s.

\* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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LONDON, MAY 28, 1842.

A CASE will be found reported in a preceding number of THE JURIST, (*Evans v. Brown*, ante, p. 380), in which the Master of the Rolls has determined, that, upon the construction of the 3 & 4 Will. 4, c. 104, (having regard also to the antecedent statutes 1 Will. 4, c. 57, and 3 Will. & M. c. 14), where a party dies seised of real estate without heirs, and the land escheats to the lord, the lord taking by escheat takes the land subject to the debts of the party so dying seised without heirs.

According to the report of the case, the Court does not appear to have entered into the technical doctrines of the law respecting escheat, especially as regards lands of copyhold tenure; but it seems to have put the decision almost entirely on the words of the late stat. 3 & 4 Will. 4, c. 104.

It must be admitted, that the construction put by Lord Langdale on the statute, is the one most consistent with modern notions of justice and honesty. For if it be but honest that when a party seised of real estate dies in debt, his heir, who not only has generally the strong claim of blood upon him, but has most frequently been brought up in some reliance upon his succession as a means of subsistence, should be deprived of that succession, rather than that the claims of creditors should be defeated; a fortiori, is it just that the lord, who is a mere stranger, who has no connection whatever with the debtor, and who, as the escheat is a mere accident, never can or does count upon it in any possible degree as property, should yield to the creditor.

We cannot, at the same time, refrain from thinking that it is difficult to reconcile the decision in *Evans v. Brown* with the technical rules of the law, and the authorities bearing upon the nature of escheats.

In the case before Lord Langdale, it does not appear clearly of what tenure the estates were in respect of which the question arose. It is to be presumed they were copy-

hold, or customary freehold, as the decree in the original cause, in which it was assumed that the land was freehold, appears to have assumed also that the reversion was in the Crown discharged of the debts of the party who had died seised. And the question arose in the supplemental suit in which his Lordship's opinion was given, on account of a claim set up by a party claiming title by escheat as to parts of the land, as the lord of certain manors under which those parts were held. We must, therefore, we conclude, take his Lordship's doctrine as applied to lands of copyhold or customary tenure, or at any rate, to lands whereof the escheat is in a subject; and to that view of it we shall address our observations.

Now, with regard to the nature of the title by escheat. Escheat is, according to the older writers, a species of reversion. It is sometimes spoken of as an estate coming to the lord by accident; (Co. Litt. 13. a.); as a fruit or perquisite of tenure; (Wright's Ten. 116); but it is never we believe spoken of as a continuation of the estate of the tenant. Bracton speaks of it as a reversion. "Revertitur terra" is the expression used by him, in speaking of escheat for default of heirs. (Lib. 2, fol. 23). And Sir M. Wright says, "When a feud or fee determines for want of heirs, vel propter delictum tenantis, the land falls back to the lord; and the land returning to the lord upon such determination of the fee or tenure, is called an escheat." (Wright's Ten. 115). And further, the same learned writer, speaking of the description of escheat taken from its etymological formation, (escheoir, to happen), and distinguishing it from forfeiture, observes, "Strictly speaking, according to the legal notion of an escheat, it imports something happening or returning to the lord upon a determination of tenure only." (Wright's Ten. 117). So that, according to these writers, escheat, so far from being a continuation of the same estate which was in the last tenant, cannot arise till that estate has been exhausted. The title to land

by escheat is, according to their description of it, the title to the reversion of the *land* after a particular determination of the *estate* in the land granted to the tenant. And it seems necessarily to follow, that the lord taking by escheat, does not take the estate of the party dying seised without heirs, but comes in of his own elder estate in the reversion.

The lord taking by escheat was, it is true, liable to the incumbrances created by the last tenant, as, for instance, to a rent granted by him, or to the dower of the tenant's wife, on the principle that, as the tenant might wholly defeat the lord's title to an escheat by alienation of the whole, he must consequently have every inferior power. The liability of the lord to the tenant's incumbrances may at first sight appear to shew, that the estate taken by escheat is the estate of the last tenant. But it amounts, in fact, to no more than this, that the tenant might alienate all or any part of *his estate* in the land; and to the extent to which he did so alienate *his estate*, the reversion of the lord had nothing to fasten upon, being merely the reversion of the land on the determination of the estate granted to the tenant. An incumbrance made by the tenant or by act of law on the tenant's estate prevented, pro tanto, the determination of that estate, until which the estate of the lord did not come into existence.

That the lord taking by escheat comes in, not of the same estate as the tenant had, but by his older and distinct title, is we think also proved by the rule, that the lord coming in by escheat was not compellable to execute a trust. Thus, in an old case, (*Stephens v. Bailey*, Nels. 107, 17 Car. 2), it was stated in argument, and not denied, that where a person seised in fee contracts to sell his estate, and dies before assurance, without any heir, so that the land escheats to the lord, the Court will not compel the lord to convey to the vendee. In other words, that the lord comes in discharged of the trust, which he clearly could not do if he came in as of the estate of the last tenant, for the tenant's estate would be undoubtedly in the hands of any party claiming through him, charged with the trust created by such tenant.

So it has been held, that, if a trust be created of a copyhold, and the trustee die without heir, so that the land reverts to the lord, he shall have it free from the trust; (see 1 Strange, 454; *Burgess v. Wheate*, 1 Eden, 231, per Lord Mansfield); and in a very late case, where a party admitted as a copyholder was, as mortgagee, a trustee of the copyhold estate for himself to the extent of his mortgage money, and subject thereto for the mortgagor, and there was no entry on the court roll that could give the lord notice of the condition, Lord Brougham, adverting to *Burgess v. Wheate*, held that, failing heirs of the copyholder, the lord was entitled to enter on the copyhold as an escheat, free from the trust. (*Attorney-General v. Duke of Leeds*, 2 My. & K. 343).

In *Burgess v. Wheate*, in the argument of the Master of the Rolls, the estate of the lord taking by escheat is treated clearly as a distinct estate, and not as a continuance of the estate granted originally to the tenant. (See 1 Eden, pp. 191 and 207). "Though it may seem paradoxical, he says, to modern ears, a feoffment to A. and his heirs did not pass a fee-simple originally, in the sense in which we now use it, but only an estate to be enjoyed as a *marum beneficium* without the power of

alienation in prejudice of the heir or the lord. And the heirs took it successively as an usufructuary interest and in default of heirs, the land escheated, or *reverted* strictly speaking." (Eden, p. 191).

On the whole, from the nature of the title by escheat, as laid down in the books to which we have referred, and from the decisions which we have cited we submit, that there are at least strong grounds for considering the title of the lord by escheat as not the estate of the last tenant, but a distinct and elder estate which never was in the tenant; and that the principle was this—that the tenant might prevent the estate of the lord from arising by continuing his own estate; and that, to the extent to which he did continue his own estate by alienating or charging it, or suffering it to be charged by act of law, the lord's estate by escheat would be diminished. But so far as the act or acquiescence of the tenant did not keep alive his estate, the elder estate of the lord in his reversion would arise in possession on the determination of the estate of the tenant.

Such, we submit, was the state of the law before the statutes referred to in *Evans v. Brown*. And we apprehend that, as to the nature of the estate by escheat, those statutes make no difference. They do not purport to alter the nature of any estates, but merely to impose on certain kinds of estates liabilities to which before they were not subject. The 1 Will. 4, c. 47, for instance, does not affect to alter the nature or extent of the estate of a tenant in fee, but, firstly, prevents the effect of those modes of alienation by which such tenants, having made their estates liable to creditors, if those estates were permitted to descend to their heirs, could defraud their creditors by diverting their estates into another channel, and causing them to vest in devisees; and secondly, makes assets, for the purpose of paying simple contract debts, the estates of certain persons, whose estates were not by law affected with such debts. So we conceive, with great submission, that no intention appears in the 3 & 4 Will. 4, c. 104, to alter the nature of estates, but only to extend the liabilities of the estate of the tenant dying seised. If *that estate* pass into any hands, it is affected by the 3 & 4 Will. 4 and the question is, whether the statute points at any estate as falling within it, other than the estate, strictly speaking, of the tenant dying seised. The words are, "that when any person shall die seised of or entitled to any estate or interest in lands, tenements, or hereditaments, corporeal or incorporeal, or other real estate, &c., the same shall be assets;" that is, we apprehend, not the *land*, but the *estate* which the tenant dying seised had in the land. If the act stopped here, it might, we apprehend, be even then contended with a fair shew of legal reason, that the legislature did not intend to affect the estate of any party coming in, not under the tenant dying seised, but of a distinct estate. But the subsequent part of the clause, using only the words "heirs and devisees," seems to explain the intention of the legislature, and to confine the effect of the act to parties taking in either of the characters designated. If, in the second branch of the clause, the legislature had used terms which would not have included every mode of devolution of the estate of the tenant dying seised, that might deprive it of its value as an exponent of the intention. But if on the contrary we find that the words *heirs and devisees* used in the second part of the clause, correspond fully with, but do not necessarily go a step beyond the plain intention of the first part of the clause, viz. to make the estate of the party dying seised liable, then it seems but a fair inference to conclude, that the legislature having used specific terms which would cover all the estate of the tenant dying seised, and no more, had in view that estate alone. According to the report of *Evans v. Brown*, the Court said, that, having regard to the words of the act, it would seem that who-

ever succeeded to the estate was bound by them. The creditors had a legislative provision that the estate should be assets, and in whatever way the right of the lord arose, he must take the reversion with the liability to which the legislature had subjected it, and could not claim to have it free from the testator's debts. It does not appear whether his Lordship adverted to the question whether the lord does come in of the estate of the tenant, or of a distinct estate. From the expressions above quoted, it may rather be inferred that he did not consider the lord's reversion as a distinct estate.

### Reviews.

*A Practical Treatise on Equity Pleadings.* By RICHARD GRIFFITHS WELFORD, Esq., Barrister.

[Stevens & Norton, 1842.]

We should have thought that the field of equity pleading was so completely occupied, inch by inch, that the greatest ingenuity would scarcely have found standing-room for a new work on that subject. With the undying treatise of Lord Redesdale on the broad principles of the science of Pleading; with Mr. Justice Story's elaborate and detailed work, going not merely into the principles, but to a considerable extent into the details of the whole subject; with a careful and practical analysis of the complex subject of Parties\*; and, lastly, with a work which, purporting to be a mere treatise on practice, contains, under that modest designation, a masterly inquiry into all the mysteries of demurrers, pleas, and answers†; it seems scarcely possible to imagine how a new and useful essay on equity pleading should be constructed. Nevertheless, Mr. Welford has succeeded in composing a work which is not deficient in practical utility. The reader must not look for the philosophical arrangement and scientific definitions of Lord Redesdale, nor the acute and learned reasoning on debated points of the treatise on practice, to which we have referred; but he will find simply a methodical and careful statement of what is the rule, where a rule is settled by authority; and of what is the doubt, where no rule is settled, accompanied by a copious though not excessive reference to the authorities. Of the plan of the work we will, however, let the author speak for himself. "Undertaken," he says, "at the suggestion of an esteemed and eminent member of the equity bar, and as the means of compelling myself to institute that close examination of pleading in equity which so technical a subject demands, it professes to be little more than a compilation; and the only merit I can hope to claim is, that of care and diligence in the collation of previous works upon this subject, and in the bringing down the decided cases to the present time." (Preface, p. 1).

In pursuance of this plan, the author has brought together under one head, in a concise and convenient form, the learning which is scattered on the subject of pleading, through a great variety of other works in which particular points of pleading are incidentally noticed. He commences by discussing the nature of bills in equity; first as to their substance; next as to their form. He then passes to the investigation of the different kinds of bills that may be filed, or in other words, the different matters in respect of which relief may be sought by bill. He then treats of the defence to a suit in equity by demurrer, plea, and answer, or by the combinations of these several modes of defence. On these various departments of the pleadings in a suit of equity, Mr. Welford has diligently and (as far as we have been able to examine closely his positions) accurately stated the rules of pleading; and he has pursued wisely, as we think, for the convenience of the reader,

the plan of incorporating in the text, at the part treating of each particular subject, the alterations effected by the New Orders.

Thus, for instance, in speaking of the defence combined of demurrer, plea, and answer, he says, "If a demurrer is overruled, the defendant may insist on the same matter by way of answer; and where it is doubtful whether the defence will hold as a plea, it may be stated as answer, which may pray the same benefit as if it had been pleaded. And by a recent Order it is directed that a defendant shall be at liberty by answer to decline answering any interrogatory, or part of an interrogatory, from answering which he might have protected himself by demurrer; and that he shall be at liberty so to decline, notwithstanding he shall answer other parts of the bill, from which he might have protected himself by demurrer." (P. 385). And again, as to taking objections for want of parties, he says, "Hitherto, where the objection of want of parties has been made by answer, the court has ordered the cause to stand over for the purpose of adding parties, upon the plaintiff paying to the defendant the costs of the day, if by such addition the nature of the case made by the bill was not changed. The proper time for taking the objection of want of parties was upon the opening of the pleadings before the merits were discussed. But it often happened, that after a cause had been thoroughly heard, the court has found itself compelled to let the cause stand over to add parties. The plaintiff might at the hearing obviate the objection of want of a particular party, by waiving the relief he was entitled to against such party. But the decree would not bind those who were absent. To meet the inconveniences often occasioned by this practice, one of the recent Orders provides, that where the defendant shall, by his answer, suggest that the bill is defective for want of parties, the plaintiff within fourteen days after answer filed, may set down the cause for argument upon that objection only; and where the plaintiff shall proceed to a hearing, notwithstanding an objection for want of parties taken by the answer, he shall not, at the hearing, if the defendant's objection be then allowed, be entitled as of course to an order to amend his bill by adding parties. But the court may dismiss the bill. It is observable that the order is permissive only, and not compulsory on the plaintiff. But if he omits to do so, it will be at the risk of having his bill dismissed at the hearing." (P. 414).

As Mr. Welford's work claims, and in fact possesses, no merit otherwise than as a purely practical work, we think it necessary to qualify the commendations of which we have thought it deserving in that respect, by observing, that it is deficient in three very material points, as a work of reference either for the student or the draftsman: first, it has no table of contents; secondly, it has no table of cases; and, thirdly, the references from the index to the pages of the text are extremely inaccurate, the paging in the index being, in reference to several parts of the work, constantly either a page in advance or a page in arrear of the paging of the text itself. The first omission is, perhaps, not of much consequence; but a table of cases is, as every practitioner knows, of very great consequence in facilitating research, as it frequently happens that a particular case is the centre of a discussion of all the cases bearing on a particular subject; and hence, the reference to that case in a text-book is the readiest index to the part where the matter sought is to be found. As to the inaccurate paging of the index, it is a matter of mere editorial carelessness, which, though a trivial fault in appearance, is a very serious one in a book intended to be used in the draftsman's chambers, where it must not be forgotten by authors, that text-books are in general really worth nothing except as economisers of time.

\* Calvert on Parties.

† Daniel's Pract.

## Court Papers.

## CAUSE LISTS.—TRINITY TERM, 5 VICT.

## Court of Chancery.

\* \* The following abbreviations have been adopted to abridge the space the Cause Papers would otherwise have occupied:—*A.* Abated—*Adj.* Adjourned—*A. T.* After Term—*Ap.* Appeal—*C. D.* Cause Day—*C. Costs*—*D.* Demurrer—*E.* Exceptions—*F. D.* Further Directions—*M.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Re-hearing—*S. O.* Stand Over—*Sh.* Short.

## JUDGMENTS.

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Blundell v. Gladstone (Ap)  
L. C.  
Allen v. Macpherson (Ap)  
L. C.  
Bayden v. Watson (E, F D)  
L. C.  
Ward v. Alsager } (Causes)  
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Att.-Gen. v. Earl of Stamford  
(re-hearing) L. C.  
Poyton v. Hughes (re-hearing)  
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Attorney-Gen. v. George (Ap)  
Cockell v. Bridgman (Ap)  
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Everest v. Prythergh (pauper)  
(Ap)  
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Lancaster v. Evors (Ap)  
Fyler v. Fyler (Ap)  
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Bulwer v. Astley (Re-hearing)  
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M'Dermot v. Kealy (Ap)  
Williams v. Moore (Ap)

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Thwaites v. Robinson  
Duncan v. Campbell  
Lovell v. Tomes  
Curtis v. Mason  
Rolfe v. Wilson  
Baillie v. Innes  
Ditto v. Palmer } (E by order)  
Lewis v. Lewis  
Savill v. Savill  
Morgan v. Hayward  
Ward v. Pomfret (F D, Ptn)

Hunsley v. Holder (at dft. req.)  
Booth v. Lightfoot  
Cole v. Hall  
Owens v. Dickinson  
Grant v. Hutchinson  
Boys v. Trapp  
Ditto v. Ditto  
Bullivant v. Taylor } (F D, C)  
Ditto v. Ditto }  
Trevor v. Trevor (E 3 sets)  
Goode v. Morgan After Term  
Allright v. Giles (Part heard)  
S O  
Heap v. Haworth (E) }  
Ditto v. Ditto (F D) }  
Young v. Waterpark

Forbes v. Peacock (Cause)  
Ditto v. Ditto (E, by order) }  
Osbaldeston v. Simpson  
Ranger v. Great Western Rail-  
way Company After Term  
Youde v. Jones  
Campbell v. Campbell (E) }  
Ditto v. Ditto (F D, C) }  
Evans v. James  
Kirkwall v. Flight (E, F D)  
Cooper v. Emery (E)  
Roberts v. Corp. of Carnarvon  
Fisher v. Great Western Rail-  
way Company  
Attorney-Gen. v. Baines  
Birch v. Joy (E 2 sets Ptn)  
Attorney-Gen. v. Cooper  
Farmer v. Farmer After Term  
Scott v. Pascall  
Seagar v. Smith }  
Meux v. Smith }  
Att.-Gen. v. Mayor of Bristol  
Wade v. Russell (Ptn)  
White v. Husband  
Minor v. Minor  
Lord Muncaster v. Lady Mun-  
caster  
White v. Hunt  
Carr v. Collins (F D, C)  
Hemingway v. Fernandez  
Blythe v. Granville  
Yeld v. Simpson  
Beddingfield v. Christian  
Cutts v. Thody (at dft. req.)  
Merriken v. Bland (F D, C)  
Brayfield v. Meredith  
Taylor v. Hinde Sh  
Bartlett v. Green  
Turner v. Merryweather  
Dent v. Dent (Re-hearing)

## Before the Vice-Chancellor KNIGHT BRUCE.

Griffin v. Williams After Term  
Moore (pauper) v. Dearden  
7th C D  
Dean v. Hall  
Collins v. Johnson (F D, C)  
Carpenter v. Creswell Mich. T.  
Elwin v. Williams  
Attorney-Gen. v. Hughes  
Maxwell v. Longmore  
Morison v. Morison  
Nonelay v. Balls  
Hale v. Price  
Sloper v. Sloper May 24  
Causes transferred from the  
V. C. of England's List.  
Chambers v. Harman  
Livesey v. Livesey }  
Ditto v. Nicholls }  
Jeafrason v. Earl Powis  
Doyle v. Earl Shrewsbury  
Wilson v. Applegarth  
Livesey v. Livesey }  
Ditto v. Nicholls }  
Godfrey v. Maw  
Wilkinson v. Nicholson  
Uttermare v. Williams }  
Ditto v. Lake }  
Cooke v. Pierce }  
Job v. Ditto }  
Strickland v. Strickland  
Foley v. Hill  
Axe v. Maw  
Ottley v. Watson  
Ditto v. Jerrard }

Pasall v. Scott  
Collett v. Collett  
Barker v. Railton  
Waters v. Waters (F D, 2 Ptn)  
May 25  
Christian v. Taylor (E as to  
insuf.)  
Smith v. Richardson Sh  
Dawe v. Randall Sh  
Elwin v. Williams After Term  
Aylett v. Heddingtonham  
Silvester v. Bradley  
Evans v. Cockeram (F D, C)  
Howard v. Kay (F D, C)  
Thompson v. Harris (F D, C)  
Hearn v. Wells May 23  
Young v. Martin May 23  
Cannan v. Thurston  
Att.-Gen. v. Fellowes (F D, C)  
Wilson v. Squire } (E)  
Ditto v. Dix }  
Taylor v. Martindale (E)  
Ball v. Lawes } (F D, C)  
Ditto v. Sage }  
Stinton v. Price  
Reid v. Baillie  
Graves v. Chaffers (E)  
Davies v. Currie (E)  
Bird v. Bird May 23  
Hensfry v. Hermon May 23  
Beard v. Cludet (E)  
Newman v. Lade  
Reads v. Freer (F D, C)  
Nunn v. Harvey (F D, C)  
Heale v. Heale (F D, C)  
Bishopp v. Sproule (F D, C)  
Perrior v. Blandford (F D, C)  
Davis v. Gray  
Gray v. Davis }  
Strother v. Garland May 27

Consett v. Bell  
Maclean v. Gibbs  
Barrs v. Jackson  
Story v. Fry  
M'Dermot v. Wilcox  
Farrar v. Price  
Spencer v. Eldershaw  
Williams v. Williams  
Barratt v. Stockton and Dar-  
lington Railway Co.  
Baker v. Smith  
Vynner v. Hopkins  
Mair v. Quilter  
Masters v. Wood  
Johnson v. Bird  
Wilkinson v. Wilkinson Sh  
Statham v. Storer  
Eyston v. Simonds  
NEW CAUSES.

Hobson v. Fowler  
Bird v. Heath  
Roper v. Roper  
Hall v. Brown  
Massey v. Kemp  
Bishop v. Peddle  
Lewis v. Lewis Sh  
Neesom v. Clarkson  
Fletcher v. Stephenson  
Jacobi v. Hill  
Scott v. Parker  
Clunie v. Lay  
Romilly v. Hodges  
Campbell v. Horne  
Weedon v. Powell

## Before the Vice-Chancellor WIGRAM.

Henderson v. Hunter  
Edwards v. Meyrick After T.  
Havard v. Price } After Term  
West v. Price }  
Hughes v. Eades } (Part hd.)  
Ditto v. Ditto }  
Foster v. Smith  
Morgan v. Bayley

Weatherby v. St. George  
 Lilley v. Hay  
 Nicklin v. Patten  
 Thompson v. Derham  
 Broad (pauper) v. Robinson  
*After Term*  
 Hickling v. Boyer  
 Greenwood v. Firth  
 Goddard v. Taylor } (F D, C)  
 Ditto v. Henrich }  
 Wayland v. Matthews (F D, C)  
 Clayton v. Meadows (F D, C)  
 At.-Gen. v. Earl of Lonsdale  
 (F D, C)  
 Collins v. Presden  
 Walton v. Grundy  
 Bond v. Graham  
 Lazarus v. Willett (F D, C)  
 Adams v. Adams } (F D, C)  
 Ditto v. Holmes }  
 Hodgson v. Greene June 9  
*Cases transferred from the*  
*Master of the Rolls' List.*  
 Bourne v. Bourne  
 Idle v. Sheddin  
 Holland v. Becker  
 Crockett v. Perry  
 Eranson v. Dawes  
 Dore v. Elwyn (at deft. req.)

Frampton v. Hugo  
 Langton v. Horton  
 Beadman v. Beadman  
 Sheppard v. Cuttill  
 Sayers v. Lacon  
 Rhodes v. Roaser  
 Cour v. Hodgson  
 Swanfield v. Nelson  
 Gibbons v. Kearns  
 Beaton v. Nicholson  
 Ward v. Inchley  
 Smith v. Beasley  
 Hall v. Palmer  
 Westwood v. Tuckwell  
 Platt v. Platt  
 Hawkins v. Hawkins  
 Wolfe v. Findlay  
 Thorpe v. Owen (2 causes)  
 Ankers v. Sandford (E)  
 Davies v. Harford  
 Cass v. Cass  
 Porlock v. Gardner  
 Churchill v. Duke of Marl-  
 borough  
 Phillips v. Ireland  
 Chennell v. Martin (F D, C)  
 Price v. Price  
 Tamlyn v. Reynolds  
 Fuller v. Knight

### Rolls Court.

Total	99	59	0	138	24	17	11	34	0	86	72	19	91
<i>Remitted.</i>	6	1	0	7	0	1	1	0	0	3	4	2	6
<i>Further Direction and Remission.</i>	3	0	0	3	0	0	1	0	0	1	2	1	3
<i>Further Direction and Costs.</i>	21	8	0	29	4	1	2	1	0	8	21	4	25
<i>Causes.</i>	67	46	0	113	20	12	7	32	0	71	42	12	54
<i>Plaid and Dismissed.</i>	2	4	0	6	0	3	0	0	0	3	3	0	3

Standing in the printed Book for Hearing at the Commencement of Easter Term, 1842  
 Matters set down after the Printing of the Book for Easter Term and up to  
 the Close of the Sittings (1842).....  
 Matters in Consent Book .....

Total .....

Heard and disposed of, or removed from the General Paper—  
 As Short Causes .....

In the Regular Paper .....

Struck out, as abated or compromised, or for some other reason  
 Transferred to the Book of Causes of the Lord Chancellor,  
 after deducting those that have been re-transferred .....

Matters in Consent Book .....

Total .....

Balance undisposed of as above and now for Hearing .....

Matters adjourned at the Request of Parties as their regular time for Hearing arrived .....

Total now for Hearing .....

JUDGMENTS.  
 Strickland v. Strickland } 3  
 Ditto v. Ditto }  
 Brown v. Keating (Cause)  
 PLEAS AND DEMURRERS.  
 De Feucheres v. Daw orwise  
 Dawes (D dft. M. A. Clark)  
 Ditto v. Ditto (D of J. Daw  
 otherwise Dawes)  
 Bathyan v. Earl Chesterfield  
 (D of dfts. Earl of Chester-  
 field and C. R. W. Forrester)  
 Paterson v. Long (D)  
 CAUSES.  
 Adjourned at the request of  
 Parties till after 1st day of  
 Causes in Trinity Term.  
 Suckermore v. Dimes Come on  
 with Supplemental Cause  
 Millar v. Craig After Term  
 Warwick v. Richardson } (E)  
 Clarke v. Sewell } To  
 prepare case  
 Western v. Williams (F D, C)  
 Mich. Term  
 Wilson v. Mead Mich. Term  
 James v. James Mich. Term  
 Hodge v. Rexworthy } (F D,  
 Ditto v. Hodge } C, Ptn,  
 part heard) Mich. Term  
 Jackson v. Jackson Mich. T.  
 Clunn v. Crofts } (F D, C, sup.  
 Crofts v. Davy } suit) S O  
 Lane v. Hardwicke Last day  
 after Trin. Term  
 Wyatt v. Sharratt Mich. Term  
 Leavens v. Edmondson } (E,  
 Ditto v. Lambert } F D,  
 Ditto v. Ditto } C,  
 part heard) Until revised  
 Att.-Gen. v. Pretzman, St.  
 John's Hospital Mich. T.  
 Whiteway v. Williams (F C)  
 Answer filed  
 Att.-Gen. v. Bayley After T.  
 Artis v. Artis After Term  
 Cotham v. West (E) Mich. T.  
 Att.-Gen. v. Corp. of New-  
 castle-upon-Tyne After T.  
 Johnson v. Todd } (F D, C,  
 Ditto v. Ditto } Ptn)  
 Ditto v. Ditto } Mich. T.  
 Adjourned at the request of  
 Parties till the 1st day of  
 Causes in Trinity Term.  
 Hamlyn v. White } (F D, C,  
 Ditto v. Ditto } pt. heard)  
 Clark v. Yonge }  
 Yonge v. Ditto }  
 Reedhead v. Wells  
 Leigh v. Leigh  
 Greet v. Greet (F D, C)  
 Freeman v. Day  
 Attorney-Gen. v. Potter (E)  
 Robinson v. Wood  
 Ditto v. Ditto } (F D, C)  
 Ditto v. Spearman }  
 Rowland v. Lomax (F D, C)  
 Nash v. Morley  
 Lumsden v. Morison  
 Rutter v. Marriott }  
 Ditto v. Ebdon }  
 Attorney-Gen. v. Merchants  
 Venturers Society  
 Attorney-Gen. v. Goodchild  
 Attorney-Gen. v. Drapers'  
 Co. (Howell's Charity)  
 Richardson v. Horton } (E 3  
 Ditto v. Taylor } sets)  
 Ditto v. Earl Derby }

Humble v. Humble  
 Ditto v. Ditto }  
 Ditto v. Ditto } (F D,  
 Ditto v. Scarborough } C,  
 Ditto v. Johnson } Ptn)  
 Ditto v. Brandling  
 Ditto v. Humble  
 Ditto v. Ditto  
 Harvey v. Harvey (F D, C)  
 Trezevant v. Fraser } (F  
 Trezevant v. Mortimer } D,  
 Ditto v. Aitken } C)  
 After June 5  
 Sidebotham v. Barrington (F  
 D, C)  
 March v. Att.-Gen. }  
 Ditto v. Ditto } (E defts.  
 Ditto v. Ditto } F D, C)  
 Ditto v. Ditto }  
 Green v. Badley } (F D, C)  
 Ditto v. Thompson }  
 Toner v. Thompson } (F D,  
 Ditto v. Ditto } C)  
 Hutton v. Mascall } (F D,  
 Monypenny v. Ditto } C)  
 Barber v. Hollington (F D, C)  
 Richards v. Porter  
 Greenalade v. Ditto } (F D, C)  
 Ditto v. Ditto }  
 Attorney-Gen. v. Birch (E)  
 Dalton v. Bellamy } (F D,  
 Girdlestone v. Knight } C)  
 Dean v. Long  
 Ditto v. Hewett } (F D, C)  
 Ditto v. Clarke  
 Att.-Gen. v. Earl Talbot }  
 Ditto v. Mayor of Stafford }  
 Ditto v. Temple }  
 Ditto v. Norman }  
 Attorney-Gen. v. Bosanquet  
 (at defendant's request)  
 Att.-Gen. v. Mayor of Totness  
 Mourlyan v. Sturges  
 Garey v. Whittingham }  
 Ditto v. Barton } (Ptn)  
 Baker v. Garey  
 Causes set down since last  
 printed List to the 16th  
 May, 1842.  
 Lawson v. Ricketts (F D, C)  
 Owen v. Owen (F D, C, Ptn)  
 SA  
 Grieverson v. Kirsopp } (F D,  
 Ditto v. Dawson } C)  
 Teasdale v. Kirsopp }  
 Ditto v. Ditto }  
 Potter v. Fowler (F D, C)  
 Connell v. Allen }  
 Ditto v. Graham }  
 Dorrien v. Livingstone (F D,  
 C)  
 De Weever v. Rochfort (F D,  
 C)  
 Crosse v. Webb  
 Maughan v. Cory  
 Bullen v. Scott  
 Haworth v. Alcock  
 Essex v. Baugh  
 Matthew v. Matthew  
 Dixon v. Linn  
 Dobson v. Lee  
 Home v. Stirling  
 Gresham v. Sawyer  
 Willett v. Jones  
 Gerrod v. Whiting  
 Jones v. Williams  
 Earl Clarendon v. Dowager }  
 Lady De Clifford }  
 Bartram v. Ditto }  
 Brooke v. Ibbotson }  
 Harris v. Vernon }

Gladdish v. Robinson  
Heroy v. Ferrers  
Whitmarsh v. Robinson  
Dennis v. Oakes  
Doyne v. Cartwright  
Leake v. King

Hooper v. Wood  
Sanderson v. Walker  
Sainthill v. M'Dowell  
Brooks v. Williams  
Williams v. Knipe  
Vallance v. M'Dougall

### COMMON LAW SITTINGS, TRINITY TERM.

#### Court of Queen's Bench.

In Term.

MIDDLESEX.

LONDON.

1st sitting, Tuesday .. May 24  
By adjournment ..... 25, 26  
2nd sitting, Friday ..... 27  
By adjournment ..... 28  
Undefended.

3rd sitting, Friday .. June 10 | Saturday ..... June 11  
After Term.

Tuesday ..... June 14 | Wednesday ..... June 15  
(to adjourn only).

The court will sit at eleven o'clock in term in Middlesex; at twelve in London; and in both at half-past nine after term. —Middlesex long causes will be postponed from the 24th and 27th May to the 14th June. —Short defended as well as undefended causes entered for the sitting on June 11th, will be tried on that day, if the plaintiffs wish it, unless there be a satisfactory affidavit of merits. —Causes standing over with judgment of the term in Middlesex, will be taken on the 14th June if the writs are resealed.

#### Court of Common Pleas.

In Term.

MIDDLESEX.

LONDON.

Wednesday ..... May 25 | Friday ..... May 27  
Wednesday ..... June 1 | Friday ..... June 3

After Term.

Tuesday ..... June 14 | Wednesday ..... June 15

The court will sit at ten o'clock in the forenoon on each of the days in term, and at half-past nine precisely on each of the days after term. —The causes in the list for each of the above sitting days in term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days. —On Wednesday, the 15th June, no causes will be tried, but the court will adjourn to a future day.

#### Exchequer of Pleas.

In Term.

MIDDLESEX.

LONDON.

1st sitting, Wednesd. May 25 | 1st sitting, Monday .. May 30  
2nd sitting, Wednesd. June 1 | 2nd sitting, Tuesday .. June 7  
3rd sitting, Thursday .... 9 | By adjournment, Wednesday .. 8

After Term.

Tuesday ..... June 14 | Wednesday ..... June 15  
(To adjourn only).

The court will sit at ten o'clock in term. —The court will sit at Nisi Prius in Middlesex from day to day, by adjournment, until the causes entered for those sittings respectively are disposed of.

### Imperial Parliament.

#### HOUSE OF LORDS.

Thursday, May 26.

The Lord Chancellor moved that the House should go into committee on the Copyright Bill, and in an able speech defended the measure.

Lord Brougham opposed it, in a speech of considerable length.

After some observations from Lord Cottenham and Lord Campbell, the Bill was committed pro forma, the discussion on the amendments of particular clauses to be taken on bringing up the report.

#### HOUSE OF COMMONS.

Tuesday, May 24.

Mr. Parker moved the revival of the Committee appointed to consider the expediency of erecting a building in the neigh-

bourhood of the Inns of Court, with the view of transferring thereto the sittings of the Courts of Law and Equity.

Sir James Graham consented to the committee.

Thursday, May 26.

Mr. Gibson moved for and obtained leave to bring in a Bill to prevent persons in England and Wales from losing the Votes by Removal after the previous Registration.

### London Gazette.

TUESDAY, MAY 24.

#### DECLARATION OF INSOLVENCY.

THOMAS QUAIFE, THOMAS JONES TYRRELL, and JAMES QUAIFE, North-end, Fulham, brewers.

#### BANKRUPTS.

ADAM TELFER, Praed-street, Paddington, smith and engineer, June 3 and July 5 at half-past 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Virgo, 34, Essex-street Strand. —Fiat dated May 23.

WILLIAM FINDEN and EDWARD FRANCIS FINDEN, Southampton-place, New-road, St. Pancras, engravers and printers, June 3 at 1, and July 5 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Jenkinson, Cannon-street. —Fiat dated May 9.

JAMES SMITH, Green Dragon Inn, Hertford, wine merchant and victualler, June 3 at 2, and July 5 at 12, Court of Bankruptcy: Off. Ass. Lackington; Sol. Everitt, Haydon-square, Minorities. —Fiat dated May 24.

JAMES SIMMONS, JOHN SIMMONS, and JOHN PINE, Battersea, and Stoney-st., Southwark, Surrey, manufacturers of prussiate of potash, May 31 at 1, and July 5 at 12, Court of Bankruptcy: Off. Ass. Green; Sols. Lindsay & Mason, 26, Cateaton-st. —Fiat dated May 17.

MARK QUICK, Compton-street, Burton-crescent, baker, June 3 at 12, and July 5 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sol. Drake, 34, Bouverie-st., Fleet-street. —Fiat dated May 20.

JAMES FULLER, Maidenhead, Berkshire, corn and coal merchant, June 7 at 2, and July 5 at 11, Court of Bankruptcy: Off. Ass. Edwards; Fry & Co., 80, Cheapide. —Fiat dated May 20.

JOHN RADFORD, Tiverton, Devonshire, upholsterer and cabinet maker, June 21 and July 5 at 12, Old London Inn, Exeter: Sols. Tanner, Crediton, Devonshire; Fox, Finsbury-circus. —Fiat dated April 26.

JOHN TATTERSALL, Heath Charnock, Lancashire, coal merchants, June 15 and July 5 at 11, Town-hall, Preston: Sols. Stringfellow, Chorley; Adlington & Co., Bedford-row. —Fiat dated May 9.

WILLIAM GOVER GRAY, Bath, dentist, June 6 and July 5 at 12, Christopher Inn, Bath: Sol. Sheppard, 12, Castle-st., Holborn. —Fiat dated May 18.

JANE JONES, widow, Carnarvon, woollen draper and general shopkeeper, June 11 and July 5 at 11, Eagles Inn, Carnarvon: Sols. Griffith, Carnarvon; Jones, 11, Parliament-st. —Fiat dated May 10.

ROBERT ATTREE, Brighton, Sussex, hosier, June 3 and July 5 at 2, Town-hall, Brighton: Sols. Chalk, Brighton; Freeman & Co., Coleman-st. —Fiat dated May 21.

ROBERT BIASS, Liverpool, wine-merchant, June 3 and July 5 at 12, Clarendon-rooms, Liverpool: Sols. Fairclough, Liverpool; Dimmock, Sise-lane, Bucklersbury. —Fiat dated May 17.

JOSEPH COTTERELL, Darlaston, Staffordshire, hinger-maker, June 15 and July 5 at 12, Swan Hotel, Wolverhampton: Sols. Spurrier & Chaplin, Birmingham; Chaplin, 3, Gray's-inn-sq. —Fiat dated May 16.

JOHN BERRY, Rugby, Warwickshire, grocer and seedsman, June 8 and July 5 at 11, Graziers' Arms, Rugby: Sols. Wratiaslaw, Rugby; Fuller & Saltwell, 12, Carlton-chambers, Regent-st. —Fiat dated May 16.

WILLIAM DONALD, Brighton, Sussex, furrier, May 28 and July 5 at 12, Town-hall, Brighton: Sols. Bennett, Brighton; Rickards & Walker, 29, Lincoln's-inn-fields. —Fiat dated May 19.

#### MEETINGS.

G. Anton and G. D. Mitchell, Corn Exchange, Mark-lane, corn-factors, June 7 at 12, Court of Bankruptcy, pr. d. —B. Jagram, Beech-st., Barbican, timber merchant, June 7 at half-

past 12, Court of Bankruptcy, pr. d.—*Henry Holt*, High-st., Peckham, Surrey, bookseller, June 9 at half-past 1, Court of Bankruptcy, last ex.—*Fras. K. Powell* and *E. T. Crayford*, Boulogne-sur-Mer, France, and Piccadilly, wine-merchants, May 31 at half-past 11, Court of Bankruptcy, last ex. *F. K. Powell*—*Abraham Crossfield*, Whitechapel-road, and Highlands Farm, Comp. Leyburne, Kent, scrivener, June 14 at 12, Court of Bankruptcy, last ex.—*Rich. Littlelyke*, Brudenell-place, New North-road, linen draper, June 14 at 11, Court of Bankruptcy, aud. ac. and div.—*Henry Gouger*, Great Winchester-st., London, merchant, June 14 at half-past 11, Court of Bankruptcy, aud. ac. and div.—*Joshua D. Gander*, Old Drury Public-house, Brydges-st., Covent-garden, victualler, June 15 at half-past 11, Court of Bankruptcy, aud. ac. and div.—*Horatio J. Canning*, Wood-st., Cheapside, Scotch warehouseman, June 16 at 12, Court of Bankruptcy, aud. ac. and div.—*Sam. F. Stephens*, Old Broad-st., bill broker, June 16 at 2, Court of Bankruptcy, aud. ac.—*Henry Fish*, Prince's-row, Finsbury, painter, June 16 at 1, Court of Bankruptcy, aud. ac.—*Andrew Jopp*, Cornhill, ship and insurance broker, June 16 at 12, Court of Bankruptcy, aud. ac.—*James Carron*, St. George's Circus, Blackfriars-road, draper, June 16 at 12, Court of Bankruptcy, aud. ac.—*James Jolley*, St. Alban's-place, Haymarket, and Pelham-road, Brompton, builder, June 16 at 11, Court of Bankruptcy, aud. ac. and div.—*John Spanton*, Bermondsey-st., Surrey, cheesemonger, June 16 at 11, Court of Bankruptcy, aud. ac.—*Wm. Smith*, St. Alban's, and Watford, Hertfordshire, and Rotherhithe, Surrey, miller, June 18 at 12, Court of Bankruptcy, aud. ac. and div.—*John S. Leonard*, White Conduit-fields, victualler, June 15 at 11, Court of Bankruptcy, aud. ac.—*Wm. Morris*, Long-lane, Bermondsey, Surrey, leather dresser, June 15 at 11, Court of Bankruptcy, aud. ac.—*Henry Brayne*, Nine-elms, Battersea, and Manor-st., Clapham-road, Surrey, coal merchant, June 15 at 12, Court of Bankruptcy, aud. ac.—*Pedro De Llano* and *Pedro Roll*, Liverpool, merchants, June 15 at 12, Clarendon-rooms, Liverpool, div. sep. est. of *Pedro De Llano*; at 1, and ac.; at 2, div. joint est.—*Thos. Bryan*, Leamington Priors, Warwickshire, hotel proprietor, June 14 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.—*Richard Hazell*, Ramsbury, Wiltshire, corn dealer, June 17 at 11, Bear Inn, Wintage, Berkshire, aud. ac.—*Dyer B. Smith* and *Jos. W. Smith*, Alton, Staffordshire, paper manufacturers, June 20 at 12, Castle Hotel, Newcastle-under-Lyne, aud. ac.—*J. Davies*, Liverpool, oil merchant, June 18 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*William Carpenter*, Chippenham, Wiltshire, innkeeper, June 14 at 12, New-hall, Chippenham, aud. ac.—*David Thomas*, Dowlais, near Merthyr, Glamorganshire, grocer, June 14 at 11, Commercial-rooms, Bristol, aud. ac.—*Thos. Walters*, jun., Swansea, Glamorganshire, grocer, June 16 at 11, Bush Inn, Swansea, aud. ac.—*John Heyward*, Milverton, Warwickshire, miller, June 15 at 1, Lansdowne Hotel, Leamington Priors, aud. ac.—*George Robinson*, Huddersfield, surgeon, and *Mary Farrand*, Almond-bury, Yorkshire, widow, fancy cloth manufacturers, June 15 at 10, George Hotel, Huddersfield, aud. ac.—*Edwin Weedon*, West Smithfield, banker, June 14 at 12, Court of Bankruptcy, fin. div.—*J. Bentley*, *Chas. Dear*, and *Jas. J. M. Richardson*, Cheapside, warehousemen, June 15 at 12, Court of Bankruptcy, div. sep. est. of *John Bentley*.—*Jas. Oldfield* and *V. Oldfield*, Edgeware-road, coach makers, June 14 at 11, Court of Bankruptcy, fin. div. joint est.—*Ed. Bright*, Pickett-street, Strand, draper, June 14 at 1, Court of Bankruptcy, div.—*P. Armas* and *John Geo. Christ*, Mark-lane, foreign and general merchants, June 14 at 12, Court of Bankruptcy, div.—*T. Wainman*, Leeds, dyer, June 17 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, div.—*Robert Hodgson*, Leeds, merchant, June 18 at 1, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 2, div.—*Wm. Henshall*, Newcastle-under-Lyne, Staffordshire, silk-throwster, June 16 at 12, Castle Inn, Newcastle-under-Lyne, aud. ac.; at 1, first and fin. div.—*Wm. Roberts*, Rawmarsh, Yorkshire, grocer, June 17 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—*Ed. Mullinger*, Southampton, ironmonger, June 16 at 12, Star Hotel, Southampton, aud. ac.; at 1, div.—*Wm. Henry Taylor*, Norwich, apothecary, June 23 at 9, Beckwith & Co.'s, Norwich, aud. ac.; at 11, div.—*Thomas Dixon*, Kirkgate, Leeds, grocer, June 15 at 3, Commissioners'-rooms, Leeds, aud. ac.; at 4, fin. div.—*George Brown*, Carlisle, Cumberland, draper, June 14 at 11, Coffee-house, Carlisle, aud. ac.; at 12, div.—*Denis O'Meara*, Leeds, cloth merchant, June 18 at 3, Com-

missioners'-rooms, Leeds, aud. ac.; at 4, fin. div.—*William Hunt*, Portsmouth, town-carter, June 20 at 2, Fountain Inn, Portsmouth, aud. ac.; at 3, fin. div.—*John Brooke*, jun., Dewsbury, Yorkshire, manufacturer, June 18 at 12, Commissioners'-rooms, Leeds, aud. ac.; at 1, first and fin. div.—*C. Potts*, *Andrew Potts*, and *John Potts*, Monk Wearmouth Shore, builders, June 13 at 12, Horner's Commercial Hotel, Sunderland, aud. ac.; at 1, div. joint and sep. est. *Cuthbert Potts* and *Andrew Potts*.—*Richard Halford*, *Wm. Henry Baldock*, and *Osborn Snoulen*, Canterbury, bankers, June 20 at 11, Guildhall, Canterbury, aud. ac.; at 12, div. sep. est. of *Richard Halford*.—*Samuel Stocks*, sen., and *Samuel Stocks*, jun., Heaton Mersey, Heaton Norris, Manchester, manufacturers, June 20 at 2, Commissioners'-rooms, Manchester, div.; at 3, aud. ac.—*Joseph Wrigley*, Knowl, Saddleworth, woolen-cloth merchant, June 15 at 1, George Hotel, Huddersfield, second and fin. div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before June 14.

*Geo. Carrington*, Age Livery Stables, Albion-street, Hyde-park, horse dealer.—*Chas. Page*, High-st., and Nottingham-mews, Mary-le-bone, coach tyre smith.—*Jonathan Shaw*, Gt. Driffield, Yorkshire, corn factor.—*Wm. H. James*, Redditch, Worcestershire, ironmonger.—*William Curtis*, King's Lynn, Norfolk, common brewer.—*John Nightingale*, Rusholme, near Manchester, innkeeper.—*Pellegrino Roselli*, Lime-st., dealer and chapman.

## FIATS ANNULLED.

*Wm. Hooper*, Reading, Berkshire, tobacco manufacturer.—*Wm. M. Brown*, jun., Skinner's-pl., Size-lane, merchant.

## PARTNERSHIPS DISSOLVED.

*Rob. Gillam*, jun., and *Josiah Robins*, Birmingham, attornies at law and solicitors.—*Geo. G. Day*, St. Ives, *Wm. Fowler*, Hemingford Grey, and *W. N. Swallow*, St. Ives, Huntingdonshire, attornies at law.

## SCOTCH SEQUESTRATIONS.

*Ebenezer Johnston*, Stirling, bookseller.—*Dav. Leighton*, Dundee, baker.—*Antoni Corti*, Glasgow, carver.—*Alexander Lothian*, Edinburgh, advocate.—*W. Boyd*, Saltcoats, carrier.—*Thompson and Spiers*, Greenock, ship builders.

## INSOLVENT DEBTORS.

Saturday, May 21, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Charles Dickson*, Bradford, Yorkshire, provision dealer, No. 56,611 C.; *Jos. Smithson*, assignee.—*Rich. Ingram*, Northampton, eating-house keeper, No. 52,489 C.; *Thos. Sternberg*, assignee.—*Charles Whitworth*, Birmingham, out of business, No. 59,427 C.; *John Smith*, assignee.—*Frederick Burghart*, Clifford-st., Bond-st., foreman to a tailor, No. 53,009 T.; *W. B. Stones*, assignee.—*John Griffin*, Margaret-court, Oxford-market, Oxford-street, itinerant vendor of provisions, No. 52,789 T.; *Chas. Black*, assignee.—*Rich. Rowed*, Devonshire-st., Portland-pl., fishmonger, No. 52,626 T.; *Edward Bushier*, assignee.—*Wm. Curzon*, Birmingham, zinc and metal tube maker, No. 59,390 C.; *And. Paddey* and *Samuel Godwin*, assignees.—*John T. Chafield*, Grove-st., Lisson-grove, surgeon, No. 53,064 T.; *Reub. Wm. Lower*, assignee.—*Wm. Holmes*, Inner Temple-lane, barrister at law, No. 56,557 C.; *Sidney Smith*, new assignee, in the room of *John Smith*, removed.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, June 14 at 9.

*Thomas Baylis*, Princess-street, Drury-lane, tailor.—*James Sutherland*, Fen-court, Fenchurch-st., merchant.—*Thos. L. Blundell*, Lombard-st., physician.—*Jas. W. Christie*, Frederick-place, Borough-road, out of business.—*George H. Coles*, Phoenix-st., Somers-town, baker.—*Rich. Watson*, sen., St. Andrew's-hill, Doctors'-commons, gas fitter.—*Dan. Britten*, Cleveland-pl., Wyndham-road, Camberwell, out of business.—*Wm. C. Crole*, Westmoreland-place, City-road, and Cross Keys, Gracechurch-street, general coach and booking-office keeper.—*Fred. Wm. Potier*, Clare-market, cheesemonger.—*Rich. Hake*, sen., Plymouth, Devonshire, out of employment.—*Thos. S. Peckston*, Arundel-street, Strand, civil engineer.—*Wm. Whittenbury*, Beaumont-sq., Mile-end-road, smack owner.

Court-house, READING, Berkshire, June 14 at 10.

*Steph. Elliott*, Reading, baker.—*Chas. Wickens*, Brimpton,



near Newbury, baker.—*Robert Day*, Sutton Courtney, near Abingdon, carpenter.—*John Peyman*, Faringdon, mason.—*M. Justice*, Finchamstead, near Wokingham, shoemaker.—*Sam. Fisher*, Abingdon, tailor.—*Francis Brown*, Maidenhead, shoemaker.—*William Gore*, Reading, victualler.—*John Hawkins*, Holyport, Bray, near Maidenhead, farm bailiff.—*W. Eustace*, White Waltham, near Maidenhead, schoolmaster.

#### Adjourned.

*James Walters*, Reading, brewer.

*Court-house, OAKHAM, Rutlandshire, June 15 at 10.*

*John Smith*, Whitwell, near Oakham, pig jobber.—*Zeck Stevens*, Empingham, higgler.

*Court-house, OXFORD, (County), June 16 at 10.*

*Wm. Taylor*, Oxford, market gardener.—*Henry Holder*, Oxford, printer.—*Hen. A. Robson*, Thame, bookseller.—*John Beesley*, Bampton, cattle dealer.—*Wm. G. Aston*, Bicester, out of business.—*Geo. Norwood*, Oxford, tobacco pipe maker.—*John Walker*, jun., Oxford, paviour.—*Jonathan Cooper*, Oxford, stay maker.—*Jas. Lee*, Oxford, tailor.—*Joshua Bagstone*, Rothington, shoemaker.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John I. Burnley*, Leeds, stuff merchant, May 25, Dawkins', Leeds: 10½d. in the pound.—*Alf. Eason*, Penton-row, Waltham, Surrey, furnishing ironmonger, May 30, Willoughby & Jaquet's, Clifford's-inn: 1s. 2½d. in the pound.

#### MEETING.

*Rob. Mear*, June 7 at 11, Insolvent Debtors' Court, Lincoln's-inn-fields, div.

#### FRIDAY, MAY 27.

##### DECLARATIONS OF INSOLVENCY.

**HENRY STEVENS**, William, near Hitchin, Hertfordshire, and **JOHN STEVENS**, Clophill, near Silsoe, Bedfordshire, builders.

**HENRY FERDINAND DELAMAIN**, St. Mary-at-Hill, wine merchant.

**MARY JOHNSON and WILLIAM JOHNSON**, Chasdale, Staffordshire, grocers.

##### BANKRUPTS.

**EDWARD BOWRA**, Gracechurch-street, umbrella and Macintosh warehouseman, June 7 at 12, and July 8 at 1, Court of Bankruptcy; Off. ass. Whitmore; Sol. Sturmy, 8, Wellington-st., London-bridge.—Fiat dated May 24.

**ELIZABETH STYLE**, Windsor, Berkshire, bookseller, June 2 at 11, and July 8 at 12, Court of Bankruptcy; Off. ass. Belcher; Sol. Burbidge, 88, Hatton-garden.—Fiat dated May 25.

**WILLIAM HILL and WILLIAM KEMBLE WACKER-BATH**, Leadenhall-street, ship and insurance agents and merchants, June 6 at half-past 10, and July 8 at 11, Court of Bankruptcy; Off. ass. Graham; Sol. Williams, Copthall-court.—Fiat dated May 24.

**WILLIAM GOODING**, Chatham, Kent, boot and shoe maker, June 8 and July 8 at 11, Court of Bankruptcy; Off. ass. Johnson; Sol. Hughes, Chapel-street, Bedford-row.—Fiat dated May 18.

**THOMAS DYKES**, Broad-st., St. Giles, stationer, June 11 at 2, and July 8 at 11, Court of Bankruptcy; Off. ass. Groom; Sols. Rhodes & Co., Chancery-lane.—Fiat dated May 24.

**CHARLES PENDLEBURY**, Bury, Lancashire, bleacher, June 14 and July 8 at 11, Swan Hotel, Bolton-le-Moors: Sols. Briggs, Bolton; Milne & Co., Temple.—Fiat dated April 30.

**FRANCIS DAVIS**, Weymouth, and Melcombe Regis, Dorsetshire, wine and spirit merchant, June 7 and July 8 at 12, Antelope Inn, Dorchester: Sols. Phillips, Weymouth and Melcombe Regis; Combe, 13, Staple-inn.—Fiat dated May 16.

**JAMES DAWSON**, Huddersfield, Yorkshire, woollen cloth merchant and draper, June 10 at 3, and July 8 at 2, Pack Horse Inn, Huddersfield: Sols. Stephenson & Co., Holmfirth, near Huddersfield; Battye & Co., 20, Chancery-lane.—Fiat dated May 21.

**WILLIAM HEYWOOD**, Basinghall-st., London, and Manchester, warehouseman and merchant, June 10 and July 8 at 11, Commissioners'-rooms, Manchester: Sols. E. & R. Bennett, Manchester: Abbott & Arney, 10, Charlotte-st., Bedford-sq.—Fiat dated May 19.

**GEORGE HUTTON**, Liverpool, ship chandler, June 8 and July 8 at 1, Clarendon-rooms, Liverpool: Sols. Moss, Liverpool; Roscoe, Raymond-buildings, Gray's-inn.—Fiat dated May 21.

**THOMAS EVANS**, Welshpool, Montgomeryshire, and Oswestry, Salop, draper, June 18 and July 8 at 10, Royal Oak Inn, Welshpool: Sols. Yearsley, Liverpool; Milne & Co. Temple.—Fiat dated April 27.

**CHARLES HOMER**, sen., West Bromwich, Staffordshire wine and spirit merchant, June 11 and July 8 at 2, Waterloo-rooms, Birmingham: Sols. Smith, Liverpool; Smithson & Mitton, Southampton-buildings, Chancery-lane.—Fiat dated April 29.

#### MEETINGS.

*Charles Schofield*, Kingston-upon-Thames, Surrey, timber merchant, June 7 at 1, Court of Bankruptcy, pr. d.—*David Lloyd*, Llanilwcharn, Montgomeryshire, timber dealer, June 18 at half-past 9, Royal Oak Inn, Welshpool, ch. ass.—*John Wynne*, Leominster, Herefordshire, hop merchant, June 14 at 12, Daniel's, Worcester, ch. ass.—*John Lemont*, John D. Stewart, and *J. Matraers*, Skinner-st., Bishopsgate, brewers, June 16 at 11, Court of Bankruptcy, last ex.—*Thos. Hughes*, Cross, Compton Bishop, Somersetshire, dealer in lapis calaminaris, June 20 at 11, Court of Bankruptcy, and. ac.; at half-past 11, fin. div.—*H. Rogers and Fred. Rogers*, Finch-lane, Cornhill, spirit merchants, June 20 at 1, Court of Bankruptcy, and. ac.; at half-past 1, div.—*W. Wilcocks*, Bracknell, Berkshire, saddler, June 20 at 12, Court of Bankruptcy, and. ac.; at half-past 12, div.—*M. Gippe*, Howland-st., Tottenham-cr.-rd., wine merchant, June 20 at half-past 10, Court of Bankruptcy, and. ac.—*Chas. Vandergucht*, Quadrant, Regent-street, silk mercer, June 18 at 11, Court of Bankruptcy, and. ac. and div.—*Hugh H. Downman*, Kidwelly, Carmarthenshire, tin plate manufacturer, June 22 at 11, Ivy Bush Hotel, Carmarthen, and. ac.—*Wm. Fawcett*, Manchester, and Colne, and City of London, manufacturer, June 20 at 12, Commissioners'-rooms, Manchester, and. ac.—*Sam. Prosser*, Portsea, Southampton, factor, June 20 at 12, Totterdell's Commercial Hotel, Portsea, and. ac.—*Wm. Stevenson*, Sheffield, auctioneer, June 24 at 1, Town-hall, Sheffield, and. ac.—*S. H. Higginbottom*, Dukinfield, Staly-bridge, Cheshire, shopkeeper, June 21 at 11, Commissioners'-rooms, Manchester, and. ac.—*Hen. Taylor*, Audenshaw, Ashton-under-Lyne, Lancashire, hat manufacturer, June 21 at 11, Commissioners'-rooms, Manchester, and. ac.—*Edw. M. Morgan*, Welshpool, Montgomeryshire, barytes manufacturer, June 18 at 10, Royal Oak Inn, Welshpool, and. ac.—*Geo. Hallett*, Ryde, Isle of Wight, draper, June 23 at 12, Pier Hotel, Ryde, and. ac.; at 1, div.—*Jas. Stutard*, John Stutard, Hen. Stutard, and Thos. Stutard, Manchester, and Clitheroe, cotton manufacturers, June 23 at 12, Commissioners'-rooms, Manchester, and. ac.—*Mich. S. Schleninger*, Strand, and Friday-st., City of London, June 17 at 11, Court of Bankruptcy, div.—*Wm. Collett*, Dunmow, Essex, draper, June 17 at 1, Court of Bankruptcy, fin. div.—*David Clark*, New Broad-street, merchant, June 18 at 12, Court of Bankruptcy, div.—*William Newsome*, Dewsbury, Yorkshire, oil crusher, June 21 at 11, Commissioners'-rooms, Leeds, and. ac.; at 12, div.—*William Marey*, Royal Leamington Spa, Warwickshire, corn dealer, June 17 at 12, Lansdowne Hotel, Leamington Spa, and. ac.; at 1, fin. div.—*Thomas Gidden*, Farringdon, Berkshire, June 23 at 10, Bell Inn, Swindon, Wiltshire, and. ac.; at 12, last ex.; at 1, div.—*E. Harvorth*, Manchester, merchant, June 23 at 3, Commissioners'-rooms, Manchester, and. ac.; at 2, div.—*Sam. Bryan*, Cotton-end, Hardington, Northamptonshire, shoe manufacturer, June 20 at 11, Dolphin Inn, Northampton, and. ac.; at 12, div.—*James Hugh Lowndes*, Manchester, wine merchant, June 21 at 3, Commissioners'-rooms, Manchester, and. ac.; at 4, div.—*Thos. Todd*, Birmingham, factor, June 17 at 11, Waterloo-rooms, Birmingham, and. ac.; at 12, fin. div.—*Wm. Stiles Goodeve*, Chichester, Sussex, brick maker, June 20 at 1, Dolphin Inn, Chichester, and. ac. and div.—*John Hardecastle*, Birmingham, grocer, June 22 at 2, Waterloo-rooms, Birmingham, and. ac.; at 3, fin. div.—*James Cotter and John Cotter*, Toxteth-park, Lancashire, joiners, June 28 at 11, Thompson's, Liverpool, and. ac.; at 12, fin. div.—*T. Taylor and E. Taylor*, Hawmarsh, Yorkshire, earthenware manufacturers, June 29 at 12, Town-hall, Sheffield, and. ac.; at 1, div.—*J. Gibbs*, Great Yarmouth, Norfolk, tavern keeper, June 20 at 4, Crown and Anchor Tavern, Great Yarmouth, and. ac.; at 5, div.—*James Garry*, Manchester, brass founder, June 21 at 10, Com-

missioners'-rooms, Manchester, pr. d. and aud. ac.; at 1, div.  
—*H. H. Downman*, Kidwelly, Carmarthenshire, tin-plate manufacturer, June 22 at 12, Ivy Bush Hotel, Carmarthen, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before June 17.*

*John Ousard and James Ingram*, New Broad-street, merchants.—*Fred. Wm. Gough*, Pencombe, Herefordshire, dealer and chapman.—*John Crighton*, sen., Manchester, machine-maker.—*Wm. Darlington*, Liverpool, wine merchant.—*H. Beal*, Riches-court, Lime-st., ship-broker.—*James Buchett*, Great Bourtton, Oxfordshire, sheep dealer.—*Chas. Graydon*, St. Ann's-place, Limehouse, ship chandler.—*Thos. Hurrell*, Withamstow, Essex, cattle dealer.—*John Calverley*, Abbey, near Knaresborough, Yorkshire, oora miller.

#### FIATS ANNULLED.

*John Thomas*, Ramsgate, Kent, butcher.—*John Owen*, Church-hill, Woolwich, pawkeeper and milkman.

#### SCOTCH SEQUESTRATIONS.

*J. Wilkie*, Edinburgh, confectioner.—*J. Wise and Co.*, Glasgow, victualling-house keepers.—*James Allardes*, Boynamill, Aberdeen, distiller.—*Chas. Arthur and Sons*, Kirkaldy, yarn-spinners.—*John Millar*, Lime-kilns, Fife, ship builder.—*Wm. Brown*, Aldridge, commission agent.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, June 17 at 9.*

*Henry Dearlove*, Great St. Marylebone-st., cheesemonger.—*H. O. Spademan*, William-st., Hampstead-road, piano-forte maker.—*Robt. Rowell*, Dove-court, Leather-lane, Holborn, labourer.—*J. R. Fielding*, Charles-st., Bridgewater-sq., Barbican, clerk to a commission agent.—*Thos. Edwards*, Graysend, out of business.—*John Spademan*, William-st., Hampstead-road, piano-forte maker.—*Andrew Ross*, Mitre-court, Milk-st., Cheapside, and Brudenell-place, New North-road, linen factor.—*Henry Bays*, Norfolk-place, Salisbury-st., Bermondsey, Surrey, out of business.—*Robt. Bussell*, James-place, Brook-st., Ratcliff, licensed appraiser.—*F. D. Bloom*, New-end, Hampstead, gentlemen's servant.—*Jos. Burgess*, Cornwall-road, New-cut, Lambeth, baker.—*John R. Scowen*, Providence-place, Wyndham-road, Camberwell, plumber.—*T. D. Clotier*, Lower-road, Islington, manager of a coffee-shop business.

*June 18, at the same hour and place.*

*Henry Freeman*, Bedford-sq., Commercial-road East, out of business.—*Eben. Wood*, Clarence-terrace, Haggerstone, and Newgate-market, salesman.—*John Wood*, Bateman's-row, Shoreditch, milkman.—*Henry Dolby*, Grove-st., Camden-town, out of business.—*M. E. Jones*, Edward's-place, Westminster-road, artist in fireworks.—*James Robson*, Marsham-st., Horseferry-road, Westminster, coach carrier.—*Geo. P. Timbrell*, Poplar-row, New Kent-road, out of business.—*E. Robinson*, Waltham-cross, Hertfordshire, foreman to a coach-maker.—*Joseph Tubby*, jun., Birchin-lane, Cornhill, clerk to a tax stationer.—*Thos. Rea*, Ridinghouse-lane, Portland-st., Oxford-st., coach smith.—*Charles Downen*, White Horse, Peter-lane, out of business.—*Wm. Roberts*, Westbourne-st., Finsbury, out of business.—*Wm. Magian*, Upper Stamford-st., Blackfriars-road, Surrey, doctor of laws.

*June 20, at the same hour and place.*

*J. Thackway*, University-st., Tottenham-court-road, tailor.—*Charles Pitcher*, Caroline-place, St. John's-wood, out of business.—*Rich. Piety*, Maryland-place, Bland-st, Dover-rd., assistant foreman to the East and West India Dock Company.—*J. B. Coates*, Chancery-lane, bookseller.—*Nathan Henry*, Market-st., Newtonington-causeway, Surrey, dealer in marine stores.—*H. W. Hatfield*, Park-road, Clapham, Surrey, tailor.—*Wm. Venables*, Dean-st., Holborn, and Noble-st., Falcon-sq., brace and belt maker.—*T. W. Gudgeon*, Princes-square, St. George's in the East, out of business.—*J. Adams*, High-street, Camden-town, appraiser.—*Wm. Fernley*, Free-school-st., Bermondsey, fellowship porter.—*Saml. H. Hall*, St. James-st., Clerkenwell, seal maker.—*L. T. Jefferies*, Ann's-terrace, Cambridge-heath, Hackney, out of business.

*Court-house, SHEFFIELD, Yorkshire, June 17 at 10.*

*Robert Crockett*, Sheffield, comb maker.—*John Sanderson*, Sheffield, fork grinder.—*Benj. Hellewell*, Sheffield, spring-knife cutler.—*James Muscroft*, Sheffield, table-knife-blade grinder.—*Saml. Shepherd*, Sheffield, table-knife cutler.—*T. Ward*, Sheffield, razor scale presser.—*John Skagfield*, Sheffield, spring-knife-blade grinder.—*S. S. Booth*, Sheffield, tailor.

—*Wm. Adams*, Sheffield, out of business.—*George Faulkner*, Sheffield, pen-knife-blade grinder.—*John Burgoine*, Sheffield, saw handle maker.—*S. Wheldon*, Sheffield, edge tool maker.—*Jos. Dodworth*, Sheffield, table-knife cutler.—*Jas. Pryor*, Broom-hill, near Sheffield, spring-knife grinder.—*Jas. Downap*, Sheffield, filesmith.—*George Fisher*, Sheffield, razor grinder.—*George Hobson*, Sheffield, knife-blade forger.—*T. Woodcock*, Sheffield, fork grinder.—*John Elliot*, Attercliffe, near Sheffield, razor smith.—*Geo. Hancock*, Sheffield, pen-knife manufacturer.—*Charles Whiteley*, Sheffield, scissors grinder.—*Samuel Bates*, Sheffield, quarrryman.—*Wm. Carter*, Sheffield, working jeweller.—*Henry Oates*, Sheffield-park, Sheffield, out of business.—*Thomas Donnelly*, Sheffield, dealer in cutlery.—*Stephen Colley*, Wadale, near Sheffield, pocket-knife-blade forger.—*John Ward*, Sheffield, file cutler.—*Joseph Eastwood*, Sheffield, pen-knife cutler.—*Jonathan Lomas*, Sheffield, deputy bailiff to the Sheffield Court of Requests.—*Thos. Hargreaves*, Attercliffe, near Sheffield, millwright.—*Thomas Wadsworth*, Sheffield, file striker.—*James Bennett*, Sheffield, spring-knife cutler.—*Thos. Cocker*, Sheffield, grocer.—*Charles Gill*, Sheffield, cutler.—*Matthew Grooves*, Sheffield, grinder of scissors.—*John Walker*, Sheffield, builder.—*John Baxter*, Sheffield, printer.—*Robt. Cecil*, Sheffield, bone-scale-cutter.—*Thomas Roberts*, Sheffield, labourer.—*Benjamin Barrott*, Sheffield, shoemaker.—*Matthew Bradshaw*, Grimethorpe, near Sheffield, knife grinder.—*Jas. Smith*, jun., Sheffield, pocket-knife grinder.—*Joseph Nassoo*, Wadaley-bridge, near Sheffield, file grinder.—*Wm. Johnson*, Ecclesfield, coal leader.—*John Hirst*, Sheffield, pen-knife-blade grinder.—*James Reece*, Sheffield, cowkeeper.—*William Hooley*, Eckington, Derbyshire, out of business.—*Samuel Osborn*, Sheffield, hatter.—*John Waterfall*, Sheffield, green-grocer.—*John Tyas*, Sheffield, shopkeeper.—*Samuel Oldfield*, jun., Sheffield, comb maker.—*John C. Jepson*, Sheffield, out of business.—*James Barron*, Sheffield, nurseryman.—*Thomas Bagshaw*, Sheffield, quarrryman.—*Joseph Froggatt*, Sheffield, joiner.—*Wm. Haywood*, Sheffield, brickmaker.—*Jos. Cartledge*, Sheffield, scissor smith.—*George Nixon*, Sheffield, pen-knife cutler.—*Wm. Hartley*, Sheffield, file cutler.—*J. Taylor*, Sheffield, dancing-master.—*Wm. Stevenson*, Sheffield, pen-knife grinder.—*Samuel Hirst*, Sheffield, scale and spring maker.—*Wm. Haywood*, Sheffield, designer.—*John Moore*, Sheffield, file-smith.—*Israel Marshall*, Sheffield, table-blade grinder.—*Wm. Sherwood*, Sheffield, basket maker.—*Robert Crockett*, Sheffield, comb maker.—*Wm. Fisher*, Sheffield, pen-knife-grinder.—*Hen. Clark*, Sheffield, pen-knife-grinder.—*Geo. Ed. Stagg*, sen., Sheffield, file manufacturer.—*Joseph Barker*, Sheffield, fender maker.—*Wm. Kirkby*, Sheffield, farmer's labourer.—*John Wilkinson*, Hartshead, Sheffield, beer housekeeper.

*Court-house, WORCESTER, (City), June 18 at 10.*

*Wm. Smith*, Worcester, waterman.—*Elizabeth Cloyd*, Worcester, out of business.

*Court-house, WORCESTER, (County), June 18 at 10.*

*Anne Mary Hill*, widow, Upton, Snodbury, out of business.—*Jos. Gardiner*, Hanley Castle, labourer.—*Thos. Pearman*, jun., Stourbridge, out of business.—*Thomas Hatton*, Stourbridge, watchman.—*Waldron Ladbury*, Kate's-hill, near Dudley, general shopkeeper.—*Wm. Grace*, Shipston-on-Stour, excise officer.—*Richd. Wright*, Worcester, victualler.—*Joseph Houseman*, Hartlebury, carpenter.—*Michael Morgan*, Broadway, draper.—*Elizabeth Harrison*, Cradley, Halesowen, victualler.—*Samuel Craft*, Bromsgrove, wheelwright.—*Charles Martin*, Yardley, out of business.—*Chas. Gray*, Dudley, out of business.—*Thos. Newey*, Hagley, near Stourbridge, out of business.—*Jas. Fullard*, Hagley, fender maker.—*Jaq. Pearce*, jun., Evesham, grocer.—*Benj. Clewes*, Lye-waste, near Stourbridge, labourer.—*Thos. Gauden*, Stourbridge, miner.—*John Richards*, Hallow, labourer.—*Jos. Spilsbury*, Leigh, bricklayer.—*Thos. Lumley*, Great Malvern, journeyman mason.—*John Haines*, Pershore, tin-plate worker.—*J. Nott*, Suckley, labourer.

#### Adjourned.

*Thos. S. Lambert*, Tenbury, out of business.

*Court-house, HEREFORD, (County), June 20 at 10.*

*Saml. T. Moyll*, Leominster, tailor.—*Thos. Pullen*, Ocle Pithard, sawyer.—*Paul Hickson*, Much Marcle, carpenter.—*Jas. West*, jun., Linton, Bromyard, farmer.—*Thomas Thomas*, Brampton Bryan, out of business.—*Frederick Webb*, Castle, Munale, attorney's clerk.

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*field*, Bussage, near Bisle, Gloucestershire, general shopkeeper, June 1, Paris's, Stroud: 3s. 9d. in the pound.—*John Skillitto*, Bury St. Edmund's, surveyor, May 28, Hinnell's, Bury St. Edmund's: 2s. in the pound.—*Thos. Jager*, Dempsey-street, Commercial-road East, linen-draper, May 30, Tarsey's, Lad-lane: 3d. in the pound.—*Thos. Weston*, Landport, Portsea, retailer of beer, May 28, Low's, Portsea: 6s. 4d. in the pound.

## MEETINGS.

*Robert Collins*, Old Brompton, and Bishopsgate-street, out of business, June 11 at 11, Court-house, Portugal-st., pr. d.—*Henry Walker*, Sedgefield, Durham, tallow-chandler, June 8 at 11, Court-house, Portugal-street, pr. d.—*Wm. Kelk*, Newark-upon-Trent, Nottinghamshire, joiner, June 11 at 11, Castle-and-Falcon Inn, Newark-upon-Trent, sp. aff.—*James Speakman*, Birkenhead, Cheshire, publican, deceased, June 11 at 12, Clarendon-rooms, Liverpool, sp. aff.

## IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

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LONDON, JUNE 4, 1842.

WE had occasion in a former number of THE JURIST (vol. 5, p. 617) to notice the theory of a recent writer on the subject of Criminal Jurisprudence, that crimes of violence are, in all cases, the result of a maniacal disorganization, or moral insanity. For the reception of such a theory, the public mind does not appear to be fully prepared; but at the same time it is obvious that the current of public opinion on criminal jurisprudence is running in that direction. There are but few we believe at present who will admit that, generally speaking, a party committing an act of criminal violence is, in the common acceptation of the term, labouring under an insane excitement, or incapacity of the intellect to distinguish between criminal and lawful acts; but, at the same time, many, nay we might almost say the entire public, are now easily induced to rush to the conclusion, that any crime of particular magnitude and atrocity, and committed without the ordinary visible motives, is the result of insanity. For a long period, the practice in regard to crime of the suicidal character, has been not, it is true, absolutely to take the act of self-destruction as evidence of insanity in the suicide, but to lean so strongly to the general doctrine that insanity alone furnishes a sufficient motive for self-destruction, as to adopt, on such questions, as evidence of insane delusion, circumstances which, if the question of the party's sanity were to be inquired into in relation to any other transaction, would be treated as evidence of no value whatever. The same disposition has been for some time developing itself in the public mind in regard to acts forming the highest class of homicidal crime, viz. attempts to take by violence the life of the Head of the State, forming a striking contrast to the disposition to doubt insanity in certain other cases, in the very teeth of evidence. The hardness, the obstinacy with which men shut their understandings to the admission

of a belief in insanity, when the question is, for instance, whether a testator's will is or not void for insanity, are absolutely ludicrous, if contrasted with the intense capacity for belief which they exhibit, when insanity is to be assigned as the ground of an attempt to commit the gravest of crimes—the murder of the Sovereign.

The assumption is, that, in the former case, the performance of an act, of itself of a sane character, is a proof of sanity; in the latter, that the doing an act for which no rational motive can be assigned, is of itself evidence of insanity. But it is obvious that the distinction has no foundation in correct reasoning, except on the assumption, that non-compliance with the laws of the country is of itself the result of that state of moral incapacity to appreciate and distinguish between right and wrong, which deserves to be ranked in the list of insane manifestations. For when the public find a man committing or attempting some very monstrous crime, and it is asserted that there could be no rational motive for the act, what is meant by that expression? It must be meant, we apprehend, that his crime is so obviously barren of any object or result beyond its mere commission, that a sane mind could not be induced to attempt it. But this is in fact no more than fixing the standard of rationality in regard to motives, at that point which it has reached in the minds of the mass of the community. In other words, it amounts to this: that the mass of the community have arrived, with reference to certain crimes, among others, to the crime of attempting to destroy the Sovereign, at the clear and definite conviction, that crimes of that nature are such monstrous infringements of the rules of justice and prudence, and so utterly uncalculated for by any incitements to which the great majority of the community are liable, that they could never commit them while in possession of mental sanity; and hence they are extremely willing to conclude, that to attempt such crimes is *prima facie* an indication of insanity.



With regard to lesser crimes, the minds of the great mass of the community have not arrived at such definite conclusions. We do not mean, that many are to be found who will actually *justify* crimes of violence, as, for instance, murder, or housebreaking, or the various forms of robbery; but that many more rational motives are believed to exist for committing simple murder, than for committing the murder of the Sovereign; still more for committing robbery than murder; and that still further does the belief in the possibility of a rational motive for the commission of crime exist in reference to crimes of a still lower degree, until, in fact, we reach that point where, in the minds of the mass of the community, the commission of certain acts, treated as crimes by the laws, is considered as so natural, as to be the result rather of the regular operation of the human mind and passions, than of any disturbed or insane condition of either. As the perception of the mass of the community, with reference to the distinction between right and wrong, becomes more acute and accurate, so will, we apprehend, the disposition increase to treat as the offspring of a disorganised or imbecile state of the mind, all infringements of those laws by which the community states and defines its general conviction of what is right and what is wrong. We do not indeed regret altogether to see the growing disposition to view great crimes as impossible, except to minds of an insane character; for, in our opinion, it will be a great improvement in criminal legislation, to take obedience to the laws in general as the standard of moral sanity. But in order to carry the new principle into effect with advantage, the nature of it ought to be kept clearly and constantly in view. At present, the most absurd consequences arise from the struggle between the disposition to consider that a man must be insane to commit certain crimes, and the indisposition on the other hand to admit as a principle, that the commission of the crime is itself the manifestation of insanity. Hence, when a man commits some monstrous crime, every one, from the minister to the judge, from the judge to the jury, and from the powerful journalist who sways, down to the pettiest reader who is swayed, struggles to collect from the past life and the present manner of the accused evidence of insanity; and in such cases, the most trivial circumstances, a peculiar look, a morose or solitary disposition, the perpetration of doggerel rhyme at some antecedent period,—anything and everything—will satisfy a jury that the accused is insane. All this is both absurd and pernicious. It tends to bring ridicule on the laws, and to corrupt the very source of justice, the sound judgment and honesty of juries.

While the law owns no such rule, as that crime is of itself the result and evidence of insanity, there should be no struggle to infer insanity in any particular class of cases, from evidence which would not, under other circumstances, warrant a belief in insanity. But whether the law should not adopt the principle of holding certain infractions of the laws as of themselves acts of insanity, is a question deserving of consideration, not less from its own intrinsic importance, than from the very unsettled and unsatisfactory state of the public mind on these subjects.

We have great pleasure in inserting some observations communicated to us by a learned writer, upon the case on which we took the liberty of commenting in our

last number. (*Brown v. Evans*, ante, p. 380). We need hardly say, that, on points of law open to doubt and difficulty, it has always been our desire to lay before our readers the arguments on both sides of the question, as our object is not to shew that we are, what no lawyer can expect to be, always right, but to open the law, or at least to call the attention of our readers to the authorities and legal principles throwing light on the subject we may have selected for discussion. Our correspondent disputes the correctness of the view that we presumed to take of Lord Langdale's decision in *Brown v. Evans*, and on the following grounds: he observes first, with reference to the question whether the Master of the Rolls treated the title of the lord as a distinct title, that there is nothing in the judgment, as reported, to justify the inference that his Lordship did not consider the lord's reversion as a distinct estate from that of the tenant. "It appears," says our correspondent, "from the report, that the nature of the lord's title was urged in the argument. Whether therefore it does or does not appear from the report, that his Lordship referred in his judgment to the fact that the lord comes in of a distinct estate, and by a paramount title, there is no doubt that this fact was brought to his notice; and it must be presumed that he gave it his full consideration. Granting therefore the position that the estate, which reverts to the lord by escheat, is not the same as that which was previously vested in the tenant, let us consider his Lordship's construction of the act. It may be observed, that there has been a disposition in the legislature of late years to abridge the rights of lords of manors, arising out of the ancient and in many cases very inconvenient doctrines of feuds. Thus, by 4 & 5 Will. 4, c. 23, the lord's right of reverter in case of the death of a trustee or mortgagee without heirs, or on his attainder or conviction, is charged with a trust to which it was not previously subject; and that too, without any compensation being awarded to the lord. And in the act now under consideration, the same principle is acted upon, in that it makes copyholds and customary freeholds liable for the payment of every description of debts, although copyholds were not previously liable to the payment even of debts of record, or debts due to the crown, on the principle that if a creditor were allowed to take possession of a copyhold estate, it would be prejudicial to the lord's right; and for this reason the copyholds of a trader within the bankrupt laws, were not made like other real estate equitable assets within the stat. 1 Will. 4, c. 47, s. 9. Again, in construing acts of parliament, the intention of the Legislature, as appearing from the general scope of the enactment, is not to be lost sight of; and when it is remembered that the object of the act under consideration was to facilitate the payment of their demands to creditors, and that the feudal rights of lords of manors are directly invaded by it, for the purpose of better effectuating that object, we have a clue to the interpretation of the clause in question, which, it must be confessed, is rather ambiguous in its terms. Now, in construing the clause, the words *lands, tenements, and hereditaments*, may be fairly deemed to be the correlatives of the word *same*; or even if the word *same* be referred to the words *estate or interest*, there seems to be no sound objection to construing the act as prolonging the estate



of the debtor for the benefit of his creditors. The adoption of either of these constructions would remove much of the difficulty; and the act would, in its operation, be considered to intercept or postpone the lord's right of reverter, rather than to charge the estate to which he would become entitled by the death of the tenant without heirs. As to the other ground suggested for the interpretation of the act, that the latter part of the clause points specifically to heirs and devisees, it appears from the report of *Brown v. Evans* that this was called to his Lordship's attention. But he does not appear to have attributed much weight to the latter part of the clause, as affording an indication of intention for the interpretation of the former part of it; and in my opinion justly. For it appears to me, that so far from being intended to be explanatory of the first part of the clause as interpreted in the observations on *Brown v. Evans*, the latter part of it was introduced to obviate similar difficulties to those which followed from the construction put upon 3 & 4 Will. 4, c. 14, which was held to give a remedy only against the heir and devisee jointly; but which difficulties were removed by the provisions of 1 Will. 4, c. 47, as to the cases within the purview of those acts, the latter act giving a remedy against the devisee alone as well as jointly with the heirs, and also against the devisee of a devisee. Upon the whole, I confess that it does appear to me that the language of the act is sufficiently comprehensive to justify the decision. And I am sure that the justice of the case is with it, having regard to the claims of the creditors of the party deceased."

#### PROBATE DUTY ON REAL ESTATE BELONGING TO PARTNERS.

A case of some difficulty, upon which a difference of opinion exists in the profession, occurs upon the question as to whether or not Probate Duty is payable upon a testator's share of real property, purchased out of a partnership fund, and held by the partnership for partnership purposes\*. As the discussion of the subject may be of advantage to the profession, we will proceed to give a short statement of some of the reasons which induce us to consider that such property is liable to Probate Duty.

By the 38th section of 55 Geo. 3, c. 184, it is provided, that the person applying for probate shall make oath that the estate and effects of the deceased, "for or in respect of which the probate is to be granted," exclusive of property of which the testator was possessed as trustee, and not beneficially, are under a certain sum. The first question, therefore, that arises is, what is the general nature of the property "for or in respect of which probate is to be granted?"

In the case of *The Attorney-General v. Hope*, (1 C., M. & R. 530), it was said by Lord Brougham, C., "that probate was granted by the ordinary in former times in consequence of the interest that he had in the personality of individuals to be applied to pious uses for the safety of the souls of those individuals. That is probably the origin of grants of administration . . . The relinquishing of the right to the property, and a vesting of it in the administrator or executor, by granting probate with the will annexed, or granting administration if there was no will, was the origin in later times of the claim of the ordinary to vest in other parties the powers previously exercised by himself."

Again, in the case of *Platt v. Routh*, (6 Mee. & W. 791, overruling *The Attorney-General v. Staff*, 2 C. & M. 124; and *Palmer v. Whitmore*, 5 Sim. 178), there

was an inquiry as to whether or not probate duty was payable upon the probate of a will under the following circumstances:—J. R. by his will, after directing his real estate to be sold and converted into personalty, gave the general residue of his personal estate to his executors, upon trust to permit his daughter to receive the rents and dividends thereof during her life, and after her decease, upon trust for such persons (other than certain persons therein mentioned) as his said daughter should by will appoint; and in default of appointment, then over. In exercise of the power of appointment under her father's will, the daughter by will gave the said residuary personal estate to certain persons therein mentioned; and it was held by the Court of Exchequer, that no probate duty was payable upon the probate of the daughter's will in respect of the estate and effects appointed thereby. Lord Abinger, C.B., delivering the judgment of the court in that case, says, "The question is, whether property circumstanced like the present is property of the deceased 'for or in respect of which the probate is to be granted;' and the House of Lords having decided that probate is granted in respect only of that property, which, but for the will, the ordinary would have been entitled to administer; and it being quite clear that neither the ordinary nor the executor ever could have administered any part of this property, we cannot hold that this is property for or in respect of which the probate is granted."

The test, therefore, for ascertaining whether or not probate duty is payable, appears to be, whether or not the ordinary, but for the will, would have been entitled to administer the property in question; in other words, it would seem that the duty is payable upon all property of which the ordinary would be entitled to grant administration in case of the owner's dying intestate.

Let us then next consider, whether or not the property in question comes within that description.

By 21 Hen. 8, c. 5, s. 3, "In case any person die intestate, the said ordinary shall grant the administration of the goods of the person deceased to the persons therein mentioned, taking surety of him or them, to whom shall be made such commission, for the true administration of the goods, chattels, and debts, which he or they shall be so authorized to administer, &c."

By 22 & 23 Car. 2, c. 10, "All ordinaries shall upon granting administration, take sufficient bonds, with two or more able sureties, with the condition to be void if the said A. B. (the administrator) inter alia do make or cause to be made a true inventory of all 'the goods, chattels, and credits' of the deceased which have or shall come to the possession or knowledge of him the said A. B., or into the hands and possession of any other person or persons for him, and do well and truly administer the same according to law."

By 55 Geo. 3, c. 184, s. 38, "No ecclesiastical court shall grant letters of administration of the estate and effects of any person, without first requiring and receiving an affidavit that the estate and effects of the deceased, for or in respect of which the letters of administration are to be granted, are under the value of a certain sum to be therein specified, in order that the proper and full stamp duty may be paid on such letters of administration."

Taking the three statutes together, it seems that the ordinary is to grant administration of all the goods, chattels, and debts or credits of the intestate; and they are to be administered by the administrator, whether they shall have come to his possession or knowledge, or into the hands and possession of any other person or persons for him.

Is this then property which can be said to be either in the administrator's possession or knowledge, or in the hands and possession of some other person or persons for him?

\* The practice at the government office is to require payment of the duty upon such property.—Ed.

From a series of cases collected in Collyer on Partnership, pp. 84 et seq., 2nd ed., beginning with *Thornton v. Dixon*, (3 Bro. C. C. 192), and ending with *Morris v. Kearsey*, (2 Y. & C. 139), that learned writer deduces the following proposition: that "freehold property used for the purposes of a trading partnership, originally purchased with the partnership funds, is in equity to be considered as converted into personalty, not only for the purposes of the partnership, but for all other purposes; and that, upon the death of the partner, the person who is seised of the legal estate in such freehold estates is a trustee for the personal representatives of the deceased partner."

If then this proposition, that the beneficial interest in such property belongs to the personal representatives of the deceased partner, be correct (of which there seems no great reason for doubt, inasmuch as the subsequent cases of *Randall v. Randall*, (7 Sim. 271), and *Cookson v. Cookson*, (8 Sim. 529), do not appear to interfere with it\*), it would seem to be a part of the administrator's duty to convert such property into money, for the purpose of distribution amongst the personal representatives of the deceased. For that purpose he "has a right to have the value ascertained in the way in which it can be best ascertained, by sale." (Per Lord Eldon, C., in *Crawshaw v. Collins*, 15 Ves. 227). And, consequently, such property must be considered as a part of the debts or credits of the intestate, either in the administrator's possession or knowledge, or in the hands and possession of some other person or persons for him, and therefore property, which, but for the will, the ordinary would have been entitled to administer, and liable to probate duty, as well upon that account, as to enable the administrator to compel the sale against the surviving partner.

### COURT OF QUEEN'S BENCH.

5 VICTORIA.—May 31, 1842.

This Court will, on Monday, the 20th day of June next, and five following days, hold Sittings, and will proceed in disposing of the business in the New Trial and Special Papers, and in giving judgment in Cases that may then be pending. BY THE COURT.

### COURT OF EXCHEQUER.

5 VICTORIA.—May 30, 1842.

This Court will, on Friday, the 17th day of June next, and on Saturday, the 18th day of the same month, and also on Wednesday, the 22nd, Thursday, the 23rd, Friday, the 24th, and Saturday, the 25th days of the same month, and on Thursday, the 30th day of the same month, hold Sittings, and will proceed in disposing of the business pending in the New Trial and Special Papers. BY THE COURT.

Read in open Court, Monday, May 30, 1842,  
STEPHEN RICHARDS, Master.

MEMBER RETURNED TO SERVE IN PARLIAMENT.—Robert Bateson, Esq., for the county of Londonderry, in the room of Sir Robert Bateson, who has accepted the Chiltern Hundreds.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—John William Fenwick, of North Shields, Northumberland; John William Browne, of Swindon, Wiltshire; William Clifton, of Watford, Hertfordshire; Thomas Pinchard, of Wolverhampton, Staffordshire.

\* It may be a question whether these cases can stand, but they certainly seem to be irreconcilable with Mr. Collyer's general proposition.—Ed.

## Imperial Parliament.

### HOUSE OF LORDS.

Monday, May 30.

The Lord Chancellor moved the second reading of the Jurisdiction of Justices Bill. The Bill was founded on the Report of the Commissioners appointed to inquire into the subject by Lord John Russell. His Lordship said, that the way in which he had proceeded, adopting in fact the Report of the Commissioners, was to refer all classes of misdemeanor which were most difficult to try, to the Judges of Assize; except with regard to transportation for life, in cases where the party had returned from transportation before the expiration of his term, then it was necessary to try again the original offence; and such cases would be referred to the Quarter Sessions.

Some discussion took place as to the propriety of having professional men appointed to preside as Chairmen at Quarter Sessions; after which the Bill was read a second time.

### London Gazette.

TUESDAY, MAY 31.

#### DECLARATIONS OF INSOLVENCY.

JOHN HORATIO CLARK and HENRY CHARLES FARROW, King William-street, wine-merchants.

ROBERT BENNETT THOMPSON, Wood-street, Chopside, warehouseman.

WILLIAM GREY SMYTH, Vauxhall-walk, Lambeth, Surrey, surgeon.

GEORGE BALDING, Sulhamstead-wharf, near Reading, Berkshire, coal-dealer.

#### BANKRUPTS.

GEORGE BIGGS, Coal Exchange, Lower Thames-street, coal-merchant, June 10 at half-past 12, and July 12 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Stephen, 4, Skinner's-place, Sise-lane.—Fiat dated May 30.

GEORGE GIBSON, Ratcliff-highway, upholsterer, June 7 and July 12 at 1, Court of Bankruptcy: Off. Ass. Belcher; Sol. Howell, 40, Ratcliff-highway.—Fiat dated May 30.

BENJAMIN SIMMONS and JONATHAN BROOK, Folly, Dockhead, Bermondsey, Surrey, ironfounders, June 7 and July 12 at 1, Court of Bankruptcy: Off. Ass. Green; Sols. Lindsay & Mason, Cateaton-st.—Fiat dated May 27.

JOHN STANFORD, Fleet Prison, architect and dealer in pictures, June 8 at 1, and July 12 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sols. Barber & Bircham, 28, New Bridge-street, Blackfriars.—Fiat dated May 24.

THOMAS THAIN JOHNSON, Wood-street, Cheap-side, ribbon manufacturer and commission-agent, June 10 at half-past 11, and July 12 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Sadgrove, 52, Mark-lane.—Fiat dated May 30.

CALEB ROBINSON, High Holborn, tailor, June 10 at 11, and July 12 at 12, Court of Bankruptcy: Off. Ass. Gibson; Sols. Mardon & Prichard, Newgate-street.—Fiat dated April 26.

JOHN HERDMAN and EDWARD HERDMAN, jun., Havana Mills, Congleton, Cheshire, millers and corn and flour-dealers, June 9 and July 12 at 1, Clarendon-rooms, Liverpool: Sols. Norris, Liverpool; Norris & Co., Bartlett's-buildings, Holborn.—Fiat dated May 21.

HENRY ROSE, Blackburn, Lancashire, dyesther and oil-merchant, June 15 and July 12 at 11, Town-hall, Preston: Sols. Robert and William Acroft, Preston; Adlington & Co., Bedford-row.—Fiat dated May 17.

JOHN FRANK, Maesbury-hall, Oswestry, Shropshire, farmer, barytes manufacturer and canal carrier, June 11 and July 12 at 10, Shire-hall, Shrewsbury: Sol. Oswald, 52, Lincoln's-inn-fields.—Fiat dated May 23.

SAMUEL WOOLLEY, Birchwood, Derbyshire, coal-dealer, June 8 and July 12 at 12, George the Fourth Inn, Nottingham: Sols. W. and S. Parsons, jun., Nottingham; Yallop, 8, Fumival's-inn.—Fiat dated May 4.

EDWARD EMERSON, Manchester, thread and tape manufacturer, June 14 and July 12 at 2, Commissioners'-rooms, Manchester: Sols. Willoughby, Manchester; Newman, 43, Lincoln's-inn-fields.—Fiat dated May 24.

**BENJAMIN THOMPSON**, Wylam, Northumberland, and Newcastle-upon-Tyne, iron manufacturer, banker, ship and freight insurer and underwriter, June 17 and July 12 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Hoyle, Newcastle-upon-Tyne; Crosby & Compton, 3, Church-court, Old Jewry.—Fiat dated May 6.

**JAMES JACKSON**, Lincoln, chemist and druggist, June 14 at 2, and July 12 at 12, Dadding & Danby's, Lincoln: Sols. Dudding & Danby, Lincoln; Hawkins & Co., 2, New Bowell-court, Lincoln's-inn.—Fiat dated May 23.

**JOSEPH BEANLAND**, Birkenshaw Bottoms, Birstal, and Bradford, Yorkshire, woolstapler, coal-miner, and toll-contractor, June 13 at 10, and July 12 at 12, Commissioners'-rooms, Leeds: Sols. Fenton & Co., Huddersfield; Fenton, 1, Fenchurch-street.—Fiat dated May 6.

#### METINGS.

**Charles Casswell**, Woburn-place, Russell-square, lodging-housekeeper, June 10 at 11, Court of Bankruptcy, pr. d.—**John East**, Trinity-square, Southwark, apothecary, June 10 at 1, Court of Bankruptcy, ch. as.—**Isaac Aytton** and **Jonathan Ward Sanders**, Newcastle-upon-Tyne, merchants, June 13 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, ch. as.—**Chas. Long**, Palace-row, New-road, glass merchant, June 16 at 11, Court of Bankruptcy, last ex.—**Michael Danks**, Hatton-garden, carpet warehouseman, June 16 at 1, Court of Bankruptcy, last ex.—**Samuel Fox Stephens**, Old Broad-st., City of London, bill-broker, June 16 at 2, Court of Bankruptcy, last ex.—**John Woodcock**, Stratford, Essex, builder, June 23 at 12, Court of Bankruptcy, aud. ac.—**John Smith**, Blenheim-st., Bond-st., milliner, June 23 at half-past 11, Court of Bankruptcy, aud. ac.—**Morris Schlesinger** and **Michael S. Schlesinger**, Basinghall-st., City of London, merchants, June 23 at 1, Court of Bankruptcy, aud. ac.—**John Huston**, Fenchurch-st., City of London, and Myddleton-square, Clerkenwell, merchant, June 23 at 11, Court of Bankruptcy, aud. ac. and div.—**J. Beane**, **Jos. Jones**, and **W. Davies**, Aberystwith, Cardiganshire, bankers, June 22 at 12, Commissioners'-rooms, aud. ac.—**Thos. Morris**, Newbridge, Glamorganshire, grocer, July 5 at 2, Commercial-rooms, Bristol, aud. ac.; July 8 at 2, div.—**Joseph Banks** and **Joseph Burgess**, Manchester, drapers, June 22 at 12, Commissioners'-rooms, Manchester, aud. ac.—**Pd. Stephenson**, Manchester, mercer, June 22 at 12, Commissioners'-rooms, Manchester, aud. ac.—**Wm. E. Oldham**, Manchester, commission agent, June 20 at 12, Commissioners'-rooms, Manchester, aud. ac.—**John Nightingale**, Rusholme, Manchester, innkeeper, June 27 at 1, Commissioners'-rooms, Manchester, aud. ac.—**Sam. Martin**, Shoreditch, grocer, June 17 at 12, Court of Bankruptcy, div.—**Thos. Pitt Balla**, Vauxhall-road, Brixton, and Vauxhall-road, Lambeth, coach proprietor, June 23 at 2, Court of Bankruptcy, div.—**Anthony Lee**, Guildford, Surrey, banker, June 21 at half-past 12, Court of Bankruptcy, fin. div.—**Dan. O. Blyth**, Colchester, Essex, merchant, June 23 at half-past 12, Court of Bankruptcy, fin. div.—**Samuel Dymford**, Battersea-fields, Surrey, and George-yard, Lombard-street, City of London, scrivener, June 23 at 12, Court of Bankruptcy, fin. div.—**Edw. Davis**, Bath, architect, June 23 at 12, White Hart Inn, Bath, aud. ac.; at 1, div.—**J. Swift**, jun., Gainsborough, Lincolnshire, auctioneer, June 23 at 11, Black Head Inn, Gainsborough, aud. ac.; at 12, div.—**Joseph G. Jones**, Bridgwater, Somersetshire, dealer in musical instruments, June 23 at 12 and 1, Castle Hotel, Taunton, aud. ac. and div.—**Jonas Hen. Robberds**, Norwich, and **Sterling Day**, Southtown, Little Yarmouth, Suffolk, paper makers, June 23 at 11, Foster & Co.'s, Norwich, aud. ac.; at 12, div. joint est. and sep. est.—**Wm. Walker**, Nottingham, silkman, June 22 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, fin. div.—**Wm. Storey**, Sheffield-park, Yorkshire, pawnbroker, June 23 at 12, Town-hall, Sheffield, aud. ac.; at 1, second and fin. div.—**Jas. Trubshaw**, jun., Stafford, iron founder, June 27 at 1, George Inn, Stafford, aud. ac.; at 2, div.—**Thos. Jackson**, King's Lynn, Norfolk, corn merchant, June 22 at 11, Duke's Head Inn, King's Lynn, aud. ac.; at 1, fin. div.—**Vere Hare** and **John Hare**, Taunton, Somersetshire, house agents, June 23 at 12, Castle Inn, Taunton, aud. ac.; at 12, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before June 21.

**Jos. Hare**, Union-court, City of London, merchant.—**John Buckton**, Darlington, Durham, grocer.—**Geo. Morrison**, Nottingham, lace manufacturer.—**John East**, Kingthorpe, North-

ampton, carpenter.—**Edw. Bailey**, Mount-st., Grosvenor-sq., upholsterer.—**Jos. Benson**, Birmingham, confectioner.

#### PARTNERSHIP DISSOLVED.

**Jos. Tyler** and **Wm. Davenport**, South-square, Gray's-inn, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

**John Allardice**, Balmoo-cottage, Raith, cattle-dealer, and Forgue, Aberdeen, distiller.—**J. Fraser**, Markinch, Fifeshire, publisher.—**Thos. Dun**, Edinburgh, dealer in furniture.—**Pat. Rattray**, Glasgow, mason.—**Jas. Walter Lyon** and **Co.**, Edinburgh, goldsmiths.—**Jas. Smith**, Forfar, yarn miller.—**Robert Jack**, Paisley, thread manufacturer.—**Rev. Archibald Nisbett**, Glasgow, minister of the Gospel.

#### INSOLVENT DEBTORS.

Saturday, May 28, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

**Brooke Cox**, Madely-wood, Salop, carpenter, No. 59,316 C.; **Sam. Smith**, assignee.—**Wm. B. A. Wilekin**, Gosport, Southampton, brewer, No. 59,236 C.; **Wm. Footner**, assignee.—**Guy Wescott**, Walcot, Bath, Somersetshire, shoe maker, No. 59,669 C.; **John Hogg**, assignee.—**Edw. Jessop**, Birmingham, attorney at law, No. 58,985 C.; **Edw. Thos. Cardale**, assignee.—**James Attfield**, Old Brentford, omnibus proprietor, No. 53,052 T.; **Geo. Bartholomew Brumbridge** and **Rob. Attfield**, assignees.—**J. A. Smith**, South-row, New-road, St. Pancras, coachmaker, No. 52,691 T.; **Rob. Swan**, assignee.—**William Key**, Darville-row, Hammersmith, draper, No. 53,074 T.; **J. Read**, assignee.—**Pryce Jones**, Francis-st., Golden-sq., commercial traveller, No. 53,054 T.; **And. Van Sandan**, assignee.—**E. Orrelli**, widow, Cross-st., Hatton-garden, No. 52,896 T.; **Jas. Milestone**, assignee.—**Thos. W. Newington**, Spital-sq., Norton Folgate, surgeon, No. 52,552 T.; **T. Brooks**, assignee.—**John Edward Carew**, Somers'-place, Hyde-park, sculptor, No. 51,908 T.; **Hen. White**, assignee.—**Edw. Webb Hardy**, Maize-hill-cottages, Greenwich, Keat, attorney at law, No. 52,603 T.; **Jas. Jos. Blake** and **James Hen. Frederick Lewis**, assignees.—**Robert Jones**, Horrick's-row, New-cross, Surrey, tailor, No. 53,045 T.; **Jos. Durbin Snow**, assignee.—**Thomas Heigham**, New Park-st., Great Guildford-street, Southwark, Surrey, grocer, No. 52,937 T.; **William Raven**, assignee.—**Henry Aspin**, Ebury-st., Pimlico, King's messenger, No. 39,382 T.; **S. Sturgis**, new assignee, in the room of H. Jones and T. Franco, deceased.—**Wm. Pothergill**, Alhwick, Northumberland, cabinet maker, No. 30,052 C.; **Jos. Pothergill**, new assignee, in the room of W. Archbold, deceased.—**James Bussey**, Bear-st., Leicester-sq., bell hanger, No. 52,911 T.; **John Reynolds**, assignee.—**Rosetta Phillips**, Portman-place, Edgeware-road, widow, No. 53,083 T.; **Samuel Pratt**, assignee.—**John Clerk**, Queen's-st., Cheapside, licensed victualler, No. 52,956 T.; **J. C. Wood**, assignee.—**J. Martin**, North Walsham, Norfolk, shoemaker, No. 59,073 C.; **John Copeman**, jun., assignee.—**Jonathan Tilley**, Waterloo-place, Albany-road, Camberwell, Surrey, No. 52,994 T.; **Thomas Smith**, assignee.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, June 21 at 9.

**P. S. Tirrell**, East-st., Lambeth-walk, retailer of beer.—**Thomas Norris**, Little Cadogan-place, Sloane-st., Chelsea, lively stablekeeper.—**A. T. Tanner**, Grove-road, North Brixton, attorney at law.—**George Cuming**, Manor-st., Clapham, commercial agent.—**Wm. Briscoe**, Commercial-road South, Pimlico, stone sawyer.—**Chas. Russell**, Stag-yard, Harrow-st., St. Marylebone, out of business.—**Jas. Edw. Gates**, Great Surrey-st., Blackfriars-road, notary's clerk.—**Daniel Shepherd**, Toddington, near Dunstable, Bedfordshire, innkeeper.—**Wm. Burt**, Wolsingham-place, Kennington-road, Lambeth, outfitter.—**Isaac Isaacs**, Borough-road, Southwark, general dealer.—**Paul Christenson**, Burton Coffee-house, Freeman's-court, Cheapside, merchant.—**F. J. Kondering**, Church-st., St. Giles's, chimney sweeper.

Court-house, WAKEFIELD, Yorkshire, June 20 at 10.

**Charles Naylor**, Great Gomersall, near Leeds, dealer in shoddy wool.—**Isaac Wormald**, Sea-croft, near Leeds, labourer.—**Thomas Cockerill**, Manchester, coach proprietor.—**Thos. Shaw**, Shipley, near Bradford, sole contractor for tolls.—**Robert Margerison**, Bradford, stonemason.—**Christopher Wood**, Honley, near Huddersfield, wool sorter.—**Wm. Bot-**

tomley, Stainland, near Halifax, out of business.—*Samuel Musgrave*, Armley, near Leeds, out of business.—*Robt. Parkinson*, Horton, near Bradford, mechanic.—*William Brook*, Kirkgate, Leeds, tobacconist.—*Matthew Schofield*, Dudley-hill, Bradford, mechanic.—*John Atkinson*, Leeds, out of business.—*John Duce*, Armley, near Leeds, cloth weaver.—*Wm. Jeppson*, Hunaleet, near Leeds, coal leader.—*Peter Briggs*, Wike, Birstall, labourer.—*J. Wrathwell*, Clockheaton, Birstall, card-maker.—*Geo. Hemingway*, Elland Upper Edge, near Halifax, labourer.—*Jas. Briggs*, Goodman's-end, near Bradford, labourer.—*Joseph Turkington*, Ripon, tinner.

#### Adjourned.

*Jos. Mitchell*, Selby, cooper.

June 21, at the same hour and place.

*Saml. Skinner*, Sheffield, penknife cutler.—*John Smith*, Bradford, stay maker.—*Amos. Hobson*, Nether Throng, near Huddersfield, cloth finisher.—*John Anderson*, Sheffield, gardener.—*Chris. Hepper*, Bradford, auctioneer.—*Saml. Pearce*, Harthill, near Sheffield, surgeon.—*Rich. Mabbott*, Sheffield, shoemaker.—*Thos. Proctor*, Ripon, printer.—*Geo. Wilson*, Lindley, near Huddersfield, cloth merchant.—*Henry Wood*, jun., Kirby Malreard, near Ripon, labourer.—*Wm. Buckley*, New-mill, near Huddersfield, fancy woollen cloth manufacturer.—*Thos. Frankland*, Wiston, near Selby, shoemaker.—*Wm. R. Shaw*, Sheffield, professor of music.—*Geo. Peace*, Denby-dale, near Huddersfield, dealer in fancy stuff goods.—*Francis Pickersgill*, Bolton, with Harrogate, painter.—*John Midgley*, Leeds, tobacconist.—*George Field*, Daw-green, near Dewsbury, blanket raiser.—*Joseph Marden*, Sheffield, edge tool maker.—*John Wood*, Westgate-common, near Wakefield, labourer.—*Wm. Beines*, Wakefield, coal merchant.—*J. Servant*, Headingley, near Leeds, out of business.—*Edw. Green*, Leeds, bird stuffer.—*James Wimpenny*, Leeds, manager at a woollen mill.—*John Slingsby*, Stanningley, near Leeds, out of business.—*The Rev. John Boyle*, Brighouse, near Halifax, clerk.—*Geo. Johnson*, Leeds, fruiterer.

June 22, at the same hour and place.

*John Reynier*, Halifax, stuff merchant.—*Wm. C. Dey*, Doncaster, appraiser.—*Rich. Thornton*, Padock, near Huddersfield, dyer.—*Saml. Lawson*, jun., Leeds, iron moulder.—*T. Dickinson*, Huddersfield, provision dealer.—*Saml. Kitson*, Bradford, pipe maker.—*Thomas Brigg*, Ovenden, near Halifax, woolcomber.—*Alice Hopkinson*, Batley Carr, near Dewsbury, mason.—*Jos. Bottomley*, Manchester-road, near Bradford, woolcomber.—*Joseph Skires*, Stanningley, out of business.—*Moses Cromack*, Rawden, near Leeds, teazle dealer.—*Thos. Holdsworth*, Bradford, shopkeeper.—*William Parker*, Draughton, near Skipton, publican.—*Henry Smithies*, Kellam-bar, near Thornton, near Bradford, worsted stuff manufacturer.—*Wm. Bancroft*, Halifax, stuff manufacturer.—*M. Hargreaves*, Horton, near Bradford, beer seller.—*R. Ashworth*, Birkaland, near Bradford, dyer.—*Joseph Bradshaw*, Birkaland, near Bradford, woolcomber.—*William Pryor*, Sheffield, plumber.—*Geo. Carver*, Huddersfield, stationer.—*John Longbottom*, Wilden, near Bingley, cotton warp dealer.—*Sarah Blackburn*, Low Harrogate, near Knaresborough, builder.—*John Ward*, Dewsbury, joiner.—*Thomas Cooper*, Barnsley, out of business.—*Richard Wilson*, Bradford, mason.—*Edw. Haley*, Birkaland, near Bradford, woolcomber.

June 23, at the same hour and place.

*Joseph Bealand*, Birkenshaw Bottoms, near Bradford, brick maker.—*Edw. Smith*, Scholes, near Holmfirth, out of business.—*John Clegg*, sen., Batley, near Dewsbury, coverlet manufacturer.—*Joshua Tbleon*, Dalton-green, near Huddersfield, farmer.—*John Atkinson*, Goole, joiner.—*Thos. Banks*, Rimmington, near Gisburn, shopkeeper.—*Geo. Parsons*, Halifax, out of business.—*Geo. Wilson*, Leeds, commission agent for the sale of woollen goods.—*Richard Walton*, Eccleshill, near Bradford, cloth maker.—*John Taylor*, Scholes, near Rotherham, farmer.—*Thos. Mosley*, Wakefield, confectioner.—*Edw. Mirfield*, Leeds, beer seller.—*Abraham Holt*, Northowram, near Halifax, out of business.—*Abraham Hodgson*, Birkenshaw, rope maker.—*Chris. Harrison*, Idle, near Bradford, shopkeeper.—*Joseph Megson*, Alverthorpe, near Wakefield, weaver.—*Mary Wilcock*, Waterloo-road, near Halifax, dress-maker.—*John Rhodes*, Birstall, near Leeds, book-keeper.—*J. Naylor*, Horsforth, near Leeds, shopkeeper.—*Edw. Porter*, Leeds, out of business.—*Geo. Marsh*, New Mill, Holmfirth, near Huddersfield, out of business.—*Saml. Winn*, Ripon, dealer in china.—*Charles Scales*, Doncaster, fishmonger.—

*Wm. Armitage*, Batley, near Dewsbury, weaver.—*W. Can*, Huddersfield, draper.—*Joseph Stockwell*, Armitage-bridge, cloth dresser.—*Wm. Sykes*, Mills-bridge, near Leeds, al keeper.—*Saml. Blackburn*, Ilkington, in Beeston, near Le out of business.—*H. S. Bailey*, Leeds, wool sorter.

Court-house, PRESTIGE, Radnorshire, June 22 at 11  
*James Meredith*, Clorow, farmer.

#### MEETING.

*James Kidd*, Brentford, Middlesex, omnibus proprie June 15 at 11, Insolvent Debtors Court, Lincoln's-inn-fie pr. debts.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Edmund Prior*, Great Bookham, Surrey, grocer, Jun Dolman's, 14, Clifford's Inn: 1s. in the pound.—*Jos. J. son*, March, Isle of Ely, Cambridgeshire, surveyor, Jun Woodward's, March, or Woodward's, 28, Bouverie-st., L don: 6d. in the pound.—*Thomas Baker*, commander in royal navy, June 1, Davies', 51, Leicester-sq.: 6s. 3d. in pound.—*William Walker*, Manchester, publican, June Blair's, Manchester: 1s. 8d. in the pound.—*Percival S. son*, Kinniside, St. Bees, Cumberland, yeoman, June 4, I kinson & Son's: 16s. 8d. in the pound.—*Henry Woolco*, Redcross-sq., Cripplegate, stocking and glove dyer, June Madox & Wyatt's, 30, Clement's-lane: 1s. 8d. in the pou

#### FRIDAY, JUNE 3.

#### DECLARATION OF INSOLVENCY.

**THOMAS LONG**, Beaufort-place, St. Luke, Chelsea, a merchant.

#### BANKRUPTS.

**WILLIAM CHAPPELOW**, Long-acre, bridle-cutter, Jun 17 and July 15 at 1, Court of Bankruptcy: Off. ass. Whit more; Sol. Hornidge, 16, Bloomsbury-square.—Fiat date May 26.

**PETER ANDERSON HEPBURN**, Powis-pl., Hampstead road, bottled beer and wine merchant, June 10 at 2, as July 15 at 12, Court of Bankruptcy: Off. ass. Lackington Sol. Frowd, Essex-st., Strand.—Fiat dated May 26.

**THOMAS QUAIPE**, THOMAS JONES TYRRELL, and JAMES QUAIPE, North-end, Fulham, brewers, June 11 at 1, and July 15 at 11, Court of Bankruptcy: Off. ass. Johnson; Sols. Fyson & Co., 3, Frederick's-spl., Old Jewry.—Fiat dated May 31.

**WILLIAM HARPER**, Cowper's-court, Cornhill, merchant, June 10 at 2, and July 15 at 11, Court of Bankruptcy: Off. ass. Groom; Sol. Kirkman, William-st., London-bridge.—Fiat dated May 16.

**CHARLES SAMUEL HEYWOOD and WILLIAM HEYWOOD**, Manchester, warehousemen, June 15 and July 15 at 10, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; Reed & Shaw, Friday-street, Cheapside.—Fiat dated May 19.

**GEORGE WILLIAM LONGRIDGE**, Sunderland, Durham, ironmonger, July 7 and 15 at 11, George Inn, Sunderland: Sols. Cooper, Sunderland; Loveland, 6, Symond's-inn, Chancery-lane.—Fiat dated May 12.

**JOHN GOODER**, Rastrick, Halifax, Yorkshire, fancy cloth manufacturer, June 14 at 11, and July 15 at 12, George Hotel, Huddersfield; Sols. Whitehead & Robinson, Huddersfield; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated May 27.

**EDMUND ASHWORTH**, Manchester, innkeeper, June 20 and July 15 at 11, Commissioners'-rooms, Manchester: Sols. Chew, Manchester; Adlington & Co., Bedford-row.—Fiat dated May 30.

**GEORGE BOWER**, Woodale, near Holmfirth, Kirkburton, Yorkshire, woollen cloth manufacturer and clothier, June 11 at 10, and July 15 at 2, George Hotel, Huddersfield: Sols. J. Cornthwaite, Liverpool; D. Cornthwaite, Dean's-court, Doctors'-commons.—Fiat dated May 26.

**JOHN BAINBRIDGE**, Richmond, Yorkshire, iron founder, June 24 at 3, King's Head Inn, Richmond, and July 15 at 10, Golden Lion Inn, Northallerton: Sols. Hunton, Richmond; Addison, 8, Mecklenburgh-sq.—Fiat dated May 11.

**WILLIAM WALKER**, Burton-upon-Trent, Staffordshire, mercer and draper, June 17 and July 15 at 12, White Hart Inn, Burton-upon-Trent: Sols. Drewry, Burton-upon-Trent; Bicknell & Co., 57, Lincoln's-inn-fields.—Fiat dated May 25.

**JOHN NOTTINGHAM**, Cheltenham, Gloucestershire, picture dealer, June 15 and July 15 at 11, Royal Hotel, Cheltenham: Sols. Bubb & Co., Cheltenham; Roy & Co., 42, Ladbury.—Fiat dated May 28.

**HENRY WILLIAM JACKSON**, Haverhill, Essex, wine merchant, June 17 at 4, and July 12 at 2, Rose and Crown Inn, Saffron Walden: Sols. Jardine, Stoke next Clare; Hobbs, 6, Liverpool-st., London.—Fiat dated May 17.

#### MEETINGS.

**Humph. Donaldson**, Buckingham-st., Strand, army agent, June 14 at 1, Court of Bankruptcy, pr. d.—**Joseph Charles Clarke**, Water-lane, Great Tower-st., wine merchant, June 1 at 11, Court of Bankruptcy, last ex.—**John P. Clarke** and **Ann Lewis**, Crown-st., Threadneedle-st., newspaper agents, June 24 at 11, Court of Bankruptcy, last ex.—**Chas. Richardson**, Bramley, Surrey, builder, June 24 at 12, Court of Bankruptcy, last ex.—**Francis Sandars** and **Chas. Sandars**, Derby, corn merchants, June 11 at 10, Royal Hotel, Derby, last ex.—**Chas. Goodman**, Northampton, cutler, June 13 at 11, Stag's Head Inn, Northampton, last ex.—**Henry Edlin**, Brighton, Sussex, tavern keeper, June 13 at 12, last ex.—**Elisha Oldham** and **Thos. Oldham**, Chalford and Cheltenham, Gloucestershire, builders, June 27 at 12, Royal George Hotel, Stroud, last ex.—**Wm. Thompson**, Princes-st., Spitalfields, hat manufacturer, June 24 at 11, Court of Bankruptcy, aud. ac. and div.—**Sam. Lee**, Hoxton Old Town, Old-street-road, victualler, June 25 at 11, Court of Bankruptcy, aud. ac.—**Abbr. Hen. Chambers**, sen. and **Abbr. Hen. Chambers**, jun., New Bond-st. and South Molton-st., bankers, June 14 at half-past 1, Court of Bankruptcy, aud. ac.—**John Dover**, Three Cranes Wharf, merchant, June 27 at 12, Court of Bankruptcy, aud. ac.—**Pet. Perring Thoms**, Warwick-sq., printer, June 27 at 1, Court of Bankruptcy, aud. ac.; at half-past 1, fin. div.—**Edward Bailey**, Mount-st., Grosvenor-sq., upholsterer, June 27 at 11, aud. ac.; at half-past 11, div.—**William Mells** and **John Turley**, Manchester, tailors, June 27 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—**J. Evans**, Bridgend, Glamorganshire, ironmonger, June 25 at 11, Cardiff Arms Inn, Glamorgan, aud. ac.—**A. Procter** and **R. Procter**, Kingston-upon-Hull, coach-proprietors, July 2 at 11, George Inn, Kingston-upon-Hull, aud. ac. joint and sep. est.—**J. Macaire**, Jas. Linnewann, and **Joe. Chas. Berger**, Liverpool, merchants, June 28 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—**A. Cook**, Manchester, commission-agent, July 1 at 11, Commissioners'-rooms, Manchester, aud. ac.—**John Raitton** and **James Pavey**, Manchester, and Colne, manufacturers of mousseline de laines, June 28 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac.—**Benj. Tattersall** and **Thos. Tattersall**, Liverpool, corn merchants, June 27 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—**Robert Clough** and **B. M. Galan**, Poulton-cum-Seacombe, Cheshire, alkali manufacturers, June 27 at 12, Clarendon-rooms, Liverpool, aud. ac.—**Jas. Knight**, Wigan, and Haydock, Lancashire, butcher, June 28 at 1, Swan Inn, Great Bolton, aud. ac.—**John Prescott**, Upholland, Wigan, innkeeper, June 28 at 1, Swan Inn, Great Bolton, aud. ac.; at 2, div.—**John Jackson**, Poultry, City of London, glass dealer, June 24 at half-past 11, Court of Bankruptcy, fin. div.—**Wm. Maton** and **Jas. Hudson**, Fore-st., leather-sellers, June 24 at half-past 1, Court of Bankruptcy, div.—**Samuel Chappell**, Lawrence-lane, butcher, June 24 at 1, Court of Bankruptcy, div.—**Wm. Henry Hutchins**, Whitechapel-road, linen-draper, June 13 at half-past 1, Court of Bankruptcy, div.—**Wm. Legh**, New Windsor, Berkshire, corn-dealer, June 24 at 11, Court of Bankruptcy, fin. div.—**John Johnson**, Nantwich, Cheshire, druggist, June 29 at 11, Crown Inn, Nantwich, aud. ac.; at 12, div.—**Wm. Comer**, Nantwich, Cheshire, ironmonger, June 29 at 1, Crown Inn, Nantwich, aud. ac.; at 2, div.—**John Marsdon**, Manchester, corn-dealer, June 25 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—**John Wood** and **Thomas Wood**, Leeds, cloth manufacturers, June 25 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, first and fin. div. joint and sep. est.—**Thos. Marshall**, Ilkeston, Derbyshire, grocer, June 27 at 11, New Inn, Derby, aud. ac.; at 1, fin. div.—**Wm. Carr**, South Shields, Durham, grocer, June 24 at 11, Bankrupt Commission-room, aud. ac. and div.—**John Matson Rigden**, Wingham, Kent, maltster, June 27 at 12, Guildhall, Canterbury, aud. ac. and div.—**Robert Neech**, sen., Kirkley, Suffolk, farmer, June 27 at 11, King's Head Inn, Beccles, aud. ac. and div.—**J. Holt**, Livesey, Lancashire, grocer, July 15 at 11, Town-hall, within Preston, aud. ac.; at 12, div.—**Benj. Read**,

Worcester, wine-merchant, June 23 at 2, France's, Worcester, aud. ac. and div.—**Wm. Curtis**, King's Lynn, Norfolk, common brewer, June 25 at 11, Duke's Head Inn, King's Lynn, aud. ac. and div.—**John Green** and **William Green**, Wetherby, Yorkshire, timber merchants, June 27 at 11, at the Guildhall, York, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before June 24.*

**James Thornlon**, Leicester, builder.—**Robert H. C. Hunt**, Old Broad-st., City of London, and Hamburg, Germany, merchant.—**Thomas Willacy**, St. Helen's, Windle, Lancashire, corn-dealer.—**Wm. Batson** and **Henry Joseph Bissell**, Lea-brook, New Iron-works, Tipton, Staffordshire, iron masters.—**George Horatio St. Clair**, Birmingham, pawnbroker.—**David Nutt**, Stratford-green, Essex, merchant.—**Thos. Bull**, Minories, grocer.—**Ed. Green**, Clifford-street, Bond-street, tailor.—**John Crewe**, Sunderland, Durham, innkeeper.—**Russell Bowley**, Bishop Wearmouth, Durham, scrivener.—**William Hunt**, jun., Most Iron-works, Tipton, Staffordshire, ironmaster.

#### PARTNERSHIP DISSOLVED.

**John Parker** and **Francis Higgins**, Worcester, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

**James Black**, Aberdeen, merchant.—**A. G. and J. Baxter**, Glasgow, saddlers.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, June 24 at 9.*

**Robert Walker**, Swan-street, Trinity-st., Borough, Surrey, brewer's clerk.—**John Saint George Puckridge**, Rosomond-buildings, Islington-green, traveller on commission.—**David Stevens**, Brewer's-green, Westminster, blacksmith.—**Thomas Wm. T. Prescott**, Ebury-street, Pimlico, out of business.—**Geo. Wilkinson**, Princes-street, Spitalfields, out of business.—**Geo. Wilson**, Worship-street, Norton Folgate, carpenter.—**Jos. Jermain**, Prospect-place, Chelsea, bill-broker.—**Frances Coghlan**, Vauxhall-st., Vauxhall, Surrey, out of business.—**Edmund D. Hacker**, Grange-place, Grange-rd., Bermondsey, Surrey, plumber.—**Thos. B. Eaton**, Horsely-buildings, Lady Lake-grove, Mile-end, pensioner, as a commodore from the Honourable East India Company's Service.—**Caleb R. Bury**, Huddersfield, Yorkshire, and Belle Sauvage Tap, Ludgate-hill, London, drysalter.—**Chas. Low**, Robinson's-row, Kingsland, out of business.—**Jacob Mills Davey**, Canterbury, Kent, land surveyor.

*June 25, at the same hour and place.*

**John Clark**, Maiden-lane, Queen-st., out of business.—**G. A. Penton**, Pembroke-sq., Kensington, clerk to a brewer.—**John Davis**, Hampton-common, Hampton, carpenter.—**Geo. Rogers**, Little George-st., Bermondsey, Surrey, dealer in coals.—**Chas. Murton**, St. Martin's-court, Leicester-sq., stationer.—**Robt. Whalley**, Shoe-lane, broker.—**Henry Davis**, York-st., Westminster, tailor.—**D. Fagioli**, Great Warner-street, Clerkenwell, telescope manufacturer.—**Wm. Bonner**, Barbican, out of business.—**Joseph Guy**, Albert-place, Brandon-st., Walworth, Surrey, beer shopkeeper.—**John Watts**, jun., Albion-place, Thornhill-road, Islington, accountant.—**Charles Danieli**, Oxford-st., jeweller.—**James Moon**, South Bank, Regent's-park, solicitor.

*June 27, at the same hour and place.*

**George H. Hancock**, Brook-st., West-sq., Lambeth, tailor.—**H. H. Fox**, Victoria-place, Portland-place, Clapham-road, Surrey, upholsterer.—**Wm. Lane**, Phoenix-yard, Princes-st., Oxford-st., out of business.—**John Drexell**, Mansion-house Dining-rooms, Bucklersbury, eating housekeeper.—**A. G. Shearman**, Earl-st., Edgware-road, out of business.—**Saml. Worth**, Richard-st., Commercial-road East, out of business.—**J. G. Cazaly**, Hertford-rd., Kingsland, out of business.—**L. P. Dixon**, Cirencester-place, Fitzroy-sq., out of business.—**Henry Elmore**, John-st. West, Edgware-road, horse dealer.—**Wm. Scott**, Lebon-st., Cross-st., Islington, warehouseman.—**J. Dempsey**, New Church-st., Lisson-grove, paper stainer.—**Anna Howdey**, New Bond-st., milliner.

*Court-house, CARDIGAN, (County), June 25 at 10.*

**William Thomas**, Cellaw, farmer.—**Thomas Richards**, St. Dogmells, Pembrokeshire, mariner.—**William Morris**, Curf yrysaw, Tremain, labourer.—**David Richards**, Glangwyn, Llanfihangel, Ystrad, out of business.—**Thos. Jones**, Nanty-fin, Llanwenog, carpenter.—**John Edwards**, Gorrack, farmer.

*Court-house, SHEFFIELD, (County), June 17 at 10.*  
*Henry Oakes, Sheffield, scissors smith.*

*Court-house, WAKEFIELD, Yorkshire, June 24 at 10.*  
*George Roberts, Leeds, draftsman to Smith & Co.'s Victoria Foundry.—Wm. Thorpe, Goole, builder.—Joseph Wilson, Leeds, out of business.—John Wigglesworth, Thorpe, near Rotherham, out of business.—Wm. Neale, Stock-bridge, near Keighley, out of business.—Thomas Washington, Halifax, gardener.—Joseph Beaumont, jun., Sheffield, out of business.—Edward Howitt, Leeds, out of business.—Joseph Walker, Leeds, dealing in woollen cloths.—Saml. Bottomley, Huddersfield, beerseller.—George Wilson, Burton in Lonsdale, beerseller.—John Weir, Bradford, medical student.—Mary Waddington, Leeds, out of business.—J. R. Johnson, Rotherham, out of business.—John Wells, Sheepridge, near Huddersfield, weaver.—Wm. King, Bawtry, out of business.—Francis Farrand, Lascelles-hall, near Huddersfield, manufacturer's clerk.—J. Hewitt, Glasburn, near Skipton in Craven, labourer.—David Tong, Healey, near Dewsbury, blanket weaver.—Bernard Lee, Mirfield, near Dewsbury, waterman.—James Hincliffe, Leeds, out of business.—John Oates, Dewsbury, machine maker.—Wm. Thompson, King-cross, near Halifax, out of business.—Robt. Deakin, Sheffield, clerk.—Samuel Calvert, Butternewton, near Wakefield, rope maker.—Matthew Cogan, Sheffield, labourer.—John Senior, Ossett, near Dewsbury, mechanic.—Wm. Peare, Ferry-bridge, near Pontefract, brewer.*

*June 25, at the same hour and place.*

*John Cloughton, Horsforth, near Leeds, cloth manufacturer.—Joseph Clayton, Little Horton, near Bradford, book-keeper.—John Webster, Sheffield, out of business.—Benj. Scholefield, South Crossland, near Huddersfield, labourer.—Wm. Acroyd, Halifax, commission agent.—Abraham Settle, Great Horton, near Bradford, shoemaker.—Jonathan Gambles, Sheffield, edge tool forger.—T. A. Pagdin, Sheffield, out of business.—Robt. Tarrant, Sheffield, merchant.—W. W. Pagdin, Sheffield, saw maker.—David Murray, Spring-gardens, near Keighley, out of business.—William Whitaker, Wakefield, out of business.—Samuel Gray, Sheffield, labourer.—Robt. Wilson, Halifax, out of business.—John Scholefield, Linnetts Honley, near Huddersfield, out of business.—John Showsmith, Ilkley, near Otley, near Leeds, shoemaker.—H. Bishworth, Wakefield, out of business.*

#### MEETING.

*John Cole, Warwick, cordwainer, June 20 at 4, Tibbitts's, Warwick, sp. affairs.*

#### INSOLVENT DEBTORS' DIVIDENDS.

*Henry Wille, clerk in the Customs, June 1, Taylor's, Finsbury-terrace, City-road: 2s. 1d. in the pound.—James Lillierap, Devonport, captain in the Royal Navy, Geare & Mountford's, Exeter: 4s. 2d. in the pound.—Wm. H. Wheeler, Ryde, Isle of Wight, grocer, June 1, Peachey's, Salisbury-sq., London: 6½d. in the pound.—Edward Clarke, Leicester, gun maker, June 4, Dudley's, Leicester: 1s. 3d. in the pound.*

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# The Jurist

No. 283.

LONDON, JUNE 11, 1842.

PRICE 1s.

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LONDON, JUNE 11, 1842.

So much of the foreign and domestic commerce of this country is now carried on by means of agents, that there are few parts of the English Commercial Law of greater practical importance than that which relates to the power of the factor to bind his principal. According to the *rule*, that the authority given to an agent is to be strictly followed, it was very early held, that a factor, who is an agent for the sale of goods, had no power, although the apparent owner, to pledge them. This, when it came, by a series of decisions, to be fully established, caused great apprehensions amongst the mercantile community, and threatened seriously to injure the commerce of the country. In consequence of applications to the Legislature, and after a Select Committee had reported on the subject, the 4 Geo. 4, c. 83, was passed, and afterwards amended by the 6 Geo. 4, c. 94, in which, and the cases since decided upon it, is to be found the law upon this subject, which has been in force until the present time.

The provisions of that statute have, however, in many instances, been found insufficient; and in others, the construction put upon it by the Judges has rendered it nugatory; so that it was found necessary to have recourse again to the Legislature; and a Bill, intitled "An Act to amend the Law relating to Advances bona fide made to Agents intrusted with Goods," has passed through both Houses of Parliament, and only waits the royal assent to become part of the law. We propose, therefore, briefly to examine how far the 6 Geo. 4, c. 94, and the subsequent decisions upon it, have been altered or affected by this Bill. And in doing so we shall avail ourselves of a statement, some time since sent to us, which was read, on the 26th January, 1842, at a meeting of deputations from the Commercial Associations of Liverpool, appointed to consider the state of the Law of Principal and Factor,

and afterwards printed. The 2nd section of the 6 Geo. 4, c. 94, enacted, that any person intrusted with and in possession of any bill of lading, India warrant, dock warrant, warehouse-keeper's certificate, wharfinger's certificate, warranty, or order for the delivery of goods, shall be deemed and taken to be the true owner of the goods mentioned in the document, so as to give validity to any contract to be made by such person for the sale of such goods, or the deposit or pledge thereof as a security for any money or negotiable security advanced or given upon the faith of the document; provided the party buying or taking a deposit of the goods has no notice that the person intrusted is not the real owner thereof. It will be observed, that this section only refers to a person intrusted with and in possession of the documents of title, and not the goods themselves; and a pledge of goods remained, as it was before the act, unprotected. The reason of this appears to have been, that the documents might be made to designate who the owner was, but the goods themselves could not; and he might, therefore, by a writing on the former, prevent the agent from deceiving other persons; which if he neglected to do, it was not unreasonable that he should suffer. The new act, however, removes this distinction; and by sect. 1, places an agent intrusted with the possession of goods upon the same footing as one intrusted with the documents of title. And whilst in the former act certain documents of title only are specified, the latter embraces all of them. The meaning of the 2nd section of the 6 Geo. 4, c. 94, came under the consideration of the Court of Exchequer in *Phillips v. Huth*, (6 Mee. & W. 572); and Parke, B., delivered a very elaborate judgment, in which the Court decided that it was necessary, "in order to give effect to that clause, that the owner should have intrusted the factor with the document; not that it is necessary that the owner should have had personal possession of the document, so as to be able to mark it



with his name, and himself delivered it to the factor; for if his own agent, general or special, puts it into the hands of the factor with the factor's name on it, or if the factor be instructed by the owner to obtain the document in that state, and does so, no doubt he is 'intrusted' by the owner with it within the meaning of the act. But, in order to constitute an intrusting of such a document, it is necessary that the owner should have intended the factor to possess it in that form, at the time when he had the possession. *Intrusting* with the document is essentially different from *enabling a person to become possessed of it*, from giving him the means of obtaining it." And they therefore decided that the factors in that case, in whose hands the bills of lading indorsed in blank of two cargoes of tobacco had been placed by the owners, thus enabling them to obtain dock warrants in their own names, and who had so obtained them, were not intrusted with them within the meaning of the act; and that a pledge by the factors of such dock-warrants was invalid. This decision created great surprise amongst merchants; as it in effect limited the operation of the act almost exclusively to bills of lading, out of which the other specified documents generally arose, and were obtained by the agent himself in the course of his employment. It is, however, if we may so express it, reversed by the 4th section of the present act, which declares, that any agent intrusted with and possessed of a document of title, whether derived immediately from the owner of the goods, or obtained by reason of such agent's having been intrusted with the possession of the goods, or of any other document of title thereto, shall be deemed and taken to have been intrusted with the possession of the goods represented by such former document of title. It was also considered, under the 6 Geo. 4, c. 94, that an advance made on one day upon a promise to deposit documents of title on the following day, which was accordingly done, was not within the act, because it was only made upon the faith of a promise of the documents, and the subsequent pledge of the documents in pursuance of the promise, was a pledge for an antecedent debt, which by the 3rd section was declared, although made without notice, to confer only such right as the party making the pledge at that time possessed. This is remedied by the same section of the present statute, which enacts, that where an advance shall be *bonâ fide* made upon the faith of an agreement to deposit goods or documents, and they shall be received, whether at the time or subsequently, by the person making the advance, without notice of want of authority on the part of the agent, the advance shall be deemed an advance upon the faith of goods or documents within the meaning of the act. Except in this respect, the law as to a pledge for an antecedent debt remains unaltered. In the statement we before referred to it is said, "that it very frequently happens that a bill of exchange drawn against a shipment is presented to the consignee for acceptance before the arrival of the bill of lading. The consignee, confiding in the promise of the shipper to send forward the bill of lading, accepts the draft to save the shipper from the consequences of its dishonour. If his confidence should be misplaced, the consignee must, of course, submit to the loss; but if the bill of lading comes as promised, he considers the security perfected." If the consignee has

no notice that the shipper is not the actual and *bonâ fide* owner of the goods, he will be entitled to a lien on the bill of lading, by virtue of the 1st section of the Geo. 4, c. 94. But if to the knowledge of the consignee the shipper is only an agent, which is, as we are informed, very generally the case in the trade between this country and the United States of America, where the planters in the interior of the country employ an agent at the nearest shipping port, whose communications to the consignee of the goods usually contain an intimation of his being only an agent, the transaction is not within that section, and can only be protected, at all, by the above provision in the new Act. The words there used are sufficient, we apprehend, to embrace these cases. The 6 Geo. 4, c. 94, was also defective in another respect, that it did not protect a deposit of documents of title given in exchange for other documents which had been properly pledged. And the new Act therefore provides, that where any agreement for a pledge shall be made, in consideration of the delivery to the agent of other goods and documents, upon which the person delivering up the same had at the time a valid lien in respect of a previous advance; such agreement, if *bonâ fide*, shall be deemed to be a contract made in consideration of an advance within the meaning of the Act, and shall be as valid as if the consideration had been a *bonâ fide* present advance of money; provided that the lien thereby acquired shall not exceed the value of the goods or documents of title delivered up and exchanged.

Many nice and difficult questions arose as to the notice of agency; Lord Tenterden (*Evans v. Truman*, 1 M. & Rob. 10) holding, that a party might have knowledge of a fact either by direct communication, or by being aware of circumstances which must lead a reasonable man to the conclusion that the fact was so. As these circumstances might be infinitely various, a wide field of litigation was thus thrown open; and many persons silently submitted to losses, rather than seek the uncertain result of an action. All this is cured by the present Act, which makes a pledge for an advance valid, notwithstanding notice of the agency.

When we have mentioned that the 7th section provides for the right of the owner of goods or documents which have been pledged to redeem them, or to recover the balance of the proceeds, we have, we believe, called our readers' attention to all the provisions of this new law; and we conclude, with expressing our hope that it will be found upon trial to satisfy the wishes of the mercantile community.

## Imperial Parliament.

### HOUSE OF LORDS.

Tuesday, June 7.

The Jurisdiction of Justices Bill went through committee *pro forma*.

The Bill printed ante, p. 179, to empower Coroners to take bail in cases of Manslaughter, has been thrown out.

MEMBERS RETURNED TO SERVE IN PARLIAMENT.—The Right Hon. Otway O'Connor, Earl of Desart, and Thomas Gladstone, Esq., for the borough of Ipswich, in the room of Rigby Wason and George Rennie, Esqrs. whose election has been declared void.

## ON DEFEASIBLE PURCHASES AS DISTINGUISHABLE FROM MORTGAGES.

It occasionally happens, that estates are sold subject to a condition that the vendor may re-purchase within a limited time on certain terms; and on the other hand, there are many instances on record, of attempts by mortgages to fetter and restrain that general right of redemption, which equity implies as an essential incident to all mortgage transactions. Until recently, there were few tasks more difficult than to determine on the authorities, the exact criteria by which a defeasible purchase might be distinguished from a mortgage.

The general rule that a mortgagee cannot stipulate for any benefit beyond legal interest, and cannot clog the equity of redemption with any condition or restriction, may be laid down as allowing of no exception. "In the case of a mortgage," said Lord Eldon in *Saton v. Slade*, (7 Ves. 273), "you shall not by special terms alter what this court says are the special terms of the contract." The single question to be determined, therefore, in each particular case is, Are the circumstances or the stipulations such as to induce the court to believe that the transaction was intended to be a mortgage, and not a sale? Nothing can shew the difficulty of deducing a satisfactory answer to this question from the authorities, (prior to the case of *Williams v. Owen*, to be noticed presently), than the vague and somewhat inconsistent terms in which this subject is treated in a recent learned treatise. Mr. Coote, in the third chapter of his work on Mortgages, (2nd ed. pp. 27 et seq.), has these passages:—

"So careful is equity to protect the debtor against the oppression of his creditor, that it will not allow the mortgagee to enter into a contract with the mortgagor, at the time of the loan, for the absolute purchase of the lands for a specific sum, in case of default made in payment of the mortgage-money at the appointed time; justly considering, that it would open a wide door to oppression, and enable the creditor to drive an inequitable and hard bargain with the debtor, who is rarely prepared to discharge his debt at the specific time."

"The rule must be distinguished from the cases in which the courts have considered the agreement not to amount to a mortgage, but to be a conditional purchase; and in which instances the vendor will, it seems, be kept to his contract. Of this class is the case of an agreement for the purchase of the equity of redemption entered into bona fide, and subsequently to a mortgage which was made and concluded without any reference to any such agreement, followed by a subsequent agreement between the parties, that the mortgagor might have the estate on payment of principal, interest, and costs; (*Cotterell v. Purchase*, Cas. tem. Talb. 61); and also the case of a release of the equity of redemption, with a collateral agreement to reconvey on repayment of the purchase-money."

"A further distinction, respecting which the authorities do not seem to be very clear, has also been made between mortgages and defeasible purchases, (as they are called), subject to re-purchase within a limited time, where the interest is taken by way of rent-charge; for it is said, that, in the latter case, the stipulations made between the parties must be strictly adhered to, or the estate of the grantee will become absolute. The cases on which this doctrine rests, are *Floyer v. Lavington*, (1 P. W. 268), and *Mellor v. Lees*, (2 Atk. 494)."

The cases on conditional purchases and mortgages are sufficiently contradictory; but the honour of creating this subtle distinction between "defeasible" and "conditional" purchases, and of subjecting agreements for rent-charges to a different rule from other contracts, belongs exclusively to the text writers. In *Floyer v. Lavington*, J. S. granted a rent-charge of 484l. a year

to B. and his heirs, on condition, that if J. S. should at any time give notice to repay the consideration-money, which was 800l., by eight half-yearly instalments, and should accordingly pay the same and interest at any time during his life, then the grant should be void. J. S. did not covenant to pay the money, and the rate of interest being then 8l. per cent., the rent-charge was less than the interest would have been. It was held by Lord Cowper not redeemable after the death of J. S.; and his Lordship founded his judgment on the circumstance that the full value was given, and that the grantor had the election to re-purchase, not being compellable to re-pay the money, and that too long a time (sixty years) had elapsed. As to any supposed peculiarity attending the purchase of a rent-charge, there is no hint of such a thing throughout the case. The circumstances were more complicated in the other case of *Mellor v. Lees*, but the decision and the reasons of it were the same as in *Floyer v. Lavington*.

"Some writers," Mr. Coote proceeds to say, "have also considered the general rule, that the mortgagee shall not be allowed to enter into a contract with the mortgagor at the time of the loan for the absolute purchase of the land for a specific sum, in case of default in payment of the mortgage-money at the appointed time, not to apply, in case the payment of the money advanced and interest be limited to a particular period; and, for this doctrine, the case of *Tasburgh v. Echlin* (2 Bro. P. C. 265) is advanced as an authority."

In *Tasburgh v. Echlin*, Sir J. Eustace being seised in fee, subject to a term of which forty-three years were unexpired, of an estate, which, in possession, was worth 200l. per annum, in May, 1681, in consideration of 200l. conveyed the estate to C. Tasburgh and his heirs, in trust for J. Tasburgh, with a proviso, that if Sir J. Eustace, his heirs or assigns, should pay to C. Tasburgh, his executors, &c., at the end of five years, 200l., with interest at 10l. per cent, (which was then legal), he or his heirs might re-enter; but, otherwise, the estate of C. Tasburgh should be absolute, as well in equity as at law; and Sir J. Eustace released to C. Tasburgh, his heirs and assigns for ever, all equity to redeem, in case of failure of payment. There was no covenant to pay principal or interest. After the five years had elapsed, J. Tasburgh filed a bill in Ireland against Sir J. Eustace, praying payment or foreclosure. Sir J. Eustace did not appear to the bill, but stood out process of contempt; and a decree was made for foreclosure, unless the principal, interest, and costs, were paid in December, 1689. Sir J. Eustace died in 1706, without questioning the decree. In 1723, upon a bill filed by the heirs of Sir J. Eustace, charging that the decree was obtained by surprise and fraud, a decree for redemption was made; but that decree was reversed in the House of Lords. The case is certainly, as Mr. Coote observes, no great authority either way; but the above statement of it shews, that Mr. Coote did not mean to take any distinction between the case put by him, in the above extract, of a contract by a mortgagee with the mortgagor, at the time of the loan, for the absolute purchase of the land for a specific sum on default in payment at the appointed time, and the general case of a sale, subject to a contemporaneous proviso for re-purchase on certain terms. To use either the word "mortgage" or "sale" is, in fact, to beg the question, which is, whether the transaction is a sale or a mortgage. On principle, it seems to be immaterial, whether the bargain is regarded as a sale that may become converted into a mortgage, or a mortgage that may become converted into a sale; supposing, in both cases, that the one material ingredient of a mortgage, strictly so called, is absent, namely, a present subsisting debt.

In a subsequent page, Mr. Coote says: "It has been already mentioned, that a mortgage cannot be a mortgage on one side only; it must be mutual; that is, if it

be a mortgage with one party, it must be a mortgage with both. The reverse of this was formerly attempted to be established, viz. that it must be a mortgage with both, or with neither; so that, it was argued, none could come to redeem, if the mortgagee could not compel the payment of the mortgage; but the former is the true principle."

It will appear, however, in the sequel, that the latter is the true principle. But, to conclude our extracts from Mr. Coote. After noticing, that there is an exception where the mortgage is made to a relation, so that it can be presumed that a benefit in the nature of a family settlement was intended; (see *Newcomb v. Bonham*, 2 Vent. 364; *King v. Bromley*, 2 Eq. Ab. 595); and observing, that a sale cannot, by subsequent agreement, be converted into a mortgage to the original purchaser, Mr. Coote has only these words on the general subject of this paper: "It may be further remarked, that the circumstance of an agreement to re-convey, although entered into at the time of conveyance, is not sufficient to convert the transaction into a mortgage, if there be evidence to rebut the presumption; (*Sabine v. Barrell*, 1 Vern. 268); and further, that an estate redeemable may be rendered irredeemable by evidence of title, as where (*Perry v. Marston*, 2 Bro. C. C. 397) copyholds were surrendered by way of mortgage, and, by a second surrender, the mortgagor limited them to himself for life, remainder to his wife for life, remainder to the mortgagee in fee; and although the words 'subject to the trusts of the former surrender' were added, yet the court refused redemption, and considered the words to mean, 'subject to the preceding life estates\*.'"

But little more satisfaction is to be obtained from the authorities than from the text writers. Of the numerous cases in which the question was involved, the greater part were decided upon special circumstances, and may be passed over. There are cases, however, which, if uncontradicted, would seem to establish, that, under all circumstances, a sale, with a contemporaneous stipulation for re-purchase within a limited time, must be considered as a mortgage. Thus, in *Fulthorpe v. Foster*, (1 Vern. 476), a tenant for life and her son, who had the inheritance, conveyed a property, (chiefly mines, the profits of which were subject to fluctuation), worth on an average 13% per annum, to the defendant for 90%. The conveyance was absolute, and the defendant was put into possession; but a stipulation was made, that, if the son should pay the money at the end of ten years, the property should be re-conveyed. No other facts are stated in the report; and, upon a bill filed for redemption, (apparently within the ten years), it was held, that the defendant was not entitled to retain the rents, but only to interest, thus, in effect, deciding that he was a mortgagee. Again, in *Manlove v. Bale*, (2 Vern. 84), an absolute conveyance of a renewable lease for lives was made in consideration of 550*l.*; but, by a separate deed, the purchaser agreed to re-convey, if the vendor should pay him 600*l.* within a year. After the lapse of nearly twenty years, and two renewals by the purchaser, redemption was decreed. In *Spurgeon v. Collier*, (2 Eden, 55), the facts were these: P. T., being seised of an estate subject to a mortgage for 1000*l.*, the defendant C. offered to advance 200*l.* more to him, and to pay off the mortgage. An absolute conveyance was accordingly executed in 1736; but, by an indenture of even date, C. covenanted to re-convey, on payment of 1200*l.* during their joint lives; and it was agreed, that P. T. should be tenant of the premises at the rent of 70*l.* In 1737, P. T., being in arrear for rent, was arrested, and carried to prison by C., and then removed to the house of one Carr, where C. endeavoured to get from him the deed of defeazance, but without success.

\* In the former surrender, the re-surrender was directed to be to such uses as the mortgagor should direct.

After P. T.'s death, C. obtained the deed from the son of P. T. Lord Keeper Henley decreed a redemption, observing, "The policy of this court is not more complete in any part of it than in its protection of mortgages. As a general rule for that purpose, a mortgage, once redeemable, continues so till some act is done afresh by the mortgagor to extinguish the redemption; and a man will not be suffered, in conscience, to fetter himself with a limitation or restriction of his time of redemption. It would ruin the distressed and unwary, and give unconscionable advantage to greedy and designing persons. It is said by the Attorney-General, that this was a purchase ab initio; and yet he admits, that, during the joint lives, the land might have been redeemed, on payment of principal and interest and having an account of rent. But if, in any case, the redemption could have been confined to a period, yet, I think, in this case, the conduct of the defendant would, in a court of equity, have rendered the right of redemption absolute, as C. prevented his exercising the limited right stipulated for by fraud, oppression, and imposition." The leaning of the Lord Keeper's mind was evidently against the validity of any contract whatever for a limited right of redemption.

Lastly, in the case of *Williams v. Owen*, (3 Jur. 1186; 10 Sim. 386), where Williams, a solicitor, executed an absolute conveyance of an estate in pursuance of a contract of sale, to the defendant Owen, in consideration of 550*l.*, consisting of a bond debt of 200*l.*, and cash paid at the time. The defendant paid the expenses of the conveyance, and entered into possession, having about the same time executed an agreement, that in case the plaintiff should, within a year, pay to the defendant the 550*l.*, and 13*l.*, being the expenses of the conveyance, the defendant would re-convey, being allowed to retain the rents in lieu of interest, if he should desire to do so. It did not clearly appear that the defeazance was executed at the same time as the conveyance, although it bore the same date. Sir L. Shadwell, V. C., decreed redemption, observing merely, "The agreement to redeem need not be made at the same time as the conveyance, as appears from the judgment of Sir W. Grant, M. R.; (*Serier v. Greenway*, 19 Ves. 413); and, if that decision be right I am bound by it, and I do not see how I can avoid deciding that the plaintiff in this case is entitled to redeem."

Now it had never been disputed, that if the purchase was originally absolute, an independent agreement to re-convey on certain terms, would not convert it into a mortgage; (see Coote, 38; *Davis v. Thomas*, 1 Russ. & My. 606); and the case of *Serier v. Greenway*, relied upon by the Vice-Chancellor, appears to be a distinct authority against his Honor's decision. There, in 1799, the defendant, who had taken an assignment of a mortgage, purchased the equity of redemption from the mortgagor, subject to a proviso for re-purchase within two years, on payment of the purchase-money and unlawful interest\*. Some months afterwards the plaintiff and defendant executed an agreement, authorizing the latter to expend money in repairs, and charging the sums to be expended with interest, on the premises; in short, treating the relation between the parties in all respects as that of mortgagor and mortgagee; and on that ground Sir W. Grant decreed redemption: but he said, "If this had rested upon the conveyance of 1799, I do not see why it should be considered otherwise than as a sale."

On the other hand, the general principle, that a sale, subject to a proviso for re-purchase within a limited time, is not necessarily a mortgage, was affirmed, and a redemption after the time refused in the following cases:—*Bonham v. Newcomb*, (1 Vern. 84, 214, 232; 2 Vent. 265); *Barrell v. Sabine*, (1 Vern. 268); *Endsforth v. Griffiths*, (16 Vin. Abr. 468; 2 Eq. Abr. 585);

\* Unless the transaction was a mortgage, this was not usurious.

*Mellor v. Lees*, (2 Atk. 494); *Cotterell v. Purchase*, (Cas. tem. Talb. 61); *Goodson v. Grierson*, (2 B. & B. 274); *Verner v. Winstanley*, (2 S. & L. 392); and lastly, the case of *Williams v. Owen* being brought before Lord Cottenham, upon appeal, that distinguished judge reversed the decision of the Vice-Chancellor, and founded his judgment upon principles which he placed in so clear and satisfactory a light, that they will never again be lost sight of. His Lordship said, (5 Jur. 114):—"That this court will treat a transaction as a mortgage, although it was made so as to bear the appearance of an absolute sale, if it appears that the parties intended it to be a mortgage, is no doubt true; but it is equally clear, that if the parties intended an absolute sale, a contemporaneous agreement for a re-purchase, not acted upon, will not of itself entitle the vendor to redeem. From the case of *Barrell v. Sabine*, (1 Vern. 268), this appears to have been recognised as a well-known rule of equity about 150 years ago. The question always is, was the original transaction a bona fide sale, with a contract for a re-purchase, or was it a mortgage in the form of a sale? In *Mellor v. Lees*, (2 Atk. 495), Lord Hardwicke puts the case thus as to the contract: 'whether it is a transaction, that is in its nature a mortgage, or a defeasible purchase, and subject to a re-purchase?' In *Goodman v. Grierson*, (2 Ball & B. 279), Lord Mansfield puts the case upon the same ground, and says, the fair criterion by which the court is to decide whether this deed is a mortgage or not, I apprehend to be this: *Are the remedies mutual and reciprocal? Has the defendant all the remedies a mortgagee is entitled to?* Tried by this test, there could be no doubt but that in this case the transaction was not a mortgage. In *Ensworth v. Griffiths*, (5 Bro. P. C. 184), the relation of a mortgagor and mortgagee had existed, and the mortgagor, in consideration of the debt, and of a further sum paid, released the equity of redemption, and at the same time the mortgagee signed an agreement to re-convey the premises upon payment of the two sums within one year. In the Exchequer there was a decree for redemption, but that was reversed, and the bill dismissed in the House of Lords. *Davis v. Thomas* (1 Russ. & My. 506) was very similar in circumstances, and the same principle was acted upon. In *Sevier v. Greenway*, (19 Ves. 412), Sir W. Grant said, that if the case had rested upon the conveyance of November, 1799, possession being taken, he did not see why it should be considered otherwise than as a sale. The transaction of 1799 was an absolute conveyance as to a purchaser, with a proviso for re-conveyance to the apparent vendor, upon payment of the purchase-money within two years. Subsequent instruments between the parties described the premises as standing upon mortgage, and upon that Sir W. Grant decreed a redemption\*. Trying this case by the principle so long established, and settled upon such high authority, what is there to shew that this transaction was in its origin a mortgage, and not a sale under certain conditions for a re-purchase? *If the transaction was a mortgage, there must have been a debt*; but how could Owen have compelled payment? It appears also, that he, as a purchaser, paid for the conveyance, and was at all events to be at liberty to keep the rents. There was, indeed, the want of many circumstances, which in other cases have been thought necessary to give to a purchase the character of a mortgage, and no proof of any intention having existed that it should be so considered. In *Baker v. Wind*, (1 Ves. sen. 183), relied upon by the plaintiff, it was proved, that the parties had throughout treated the transaction as a mortgage, and had made it assume the appearance of a purchase, to deceive the cre-

\* Of course, a merely verbal admission that the premises are on mortgage, would not be sufficient; for to admit such evidence, would be to infringe upon the Statute of Frauds. (See *Perry v. Marston*, 2 Bro. C. C. 399).

ditors of the mortgage. I am, for these reasons, and upon these authorities, of opinion, that the plaintiff has not established any title to redeem, or to enforce the contract for a re-purchase, and that the case attempted of fraud has wholly failed, and the bill ought to have been dismissed with costs."

It is singular, that Lord Cottenham in his judgment should have taken no notice of the cases cited above, in which the principle which he has so clearly laid down was not regarded; but as the weight and number of the authorities in favour of his Lordship's doctrine considerably exceed those of the cases opposed to it, we may safely regard the law as finally settled on this point.

In conclusion, we would animadvert, if we can do so without committing a breach of taste or decorum, on the very reprehensible indolence and neglect of many of the regular reporters—especially those of the equity courts. The tardiness of one of the Chancery reporters has, by long sufferance, almost grown into an authorized abuse; and, indeed, has been justified on the ground, that, by the delay, the reporter is enabled to ascertain whether any of the cases of which he has taken notes are overruled, and so to save his subscribers the burthen of paying for so much bad law; but the same excuse will not, at any rate, serve those gentlemen who report the superior court, whose backwardness in the performance of the duty which they have undertaken, and in which dispatch is of essential importance, is quite unpardonable. The particular instance, that has called forth these remarks, is afforded by the above-cited case of *Williams v. Owen*, which was decided by the late Lord Chancellor in November, 1840, and was reported in *THE JURIST* in February, 1841, but has not yet been reported in what, at one time, was considered the only authentic form, although a new part of the Chancery Reports appeared but a few days ago; so that in the ordinary course of publication, it may be expected, if at all, in next Michaelmas Term, or at Christmas. Nor is this a singular instance; almost every case, so far as its seeing the light depended on those gentlemen's exertions alone, would remain for as long a time in obscurity. Thus, the important judgment of Lord Cottenham in *Tullett v. Armstrong*, which was delivered on the 22nd January, 1840, and was published at length in *THE JURIST* on the 25th of the same month, did not appear in the "regular" reports of the court until March 1841. Of course we do not object to being left so long in undisputed possession of the field, but we think that the profession has some ground for complaint.

## London Gazette.

TUESDAY, JUNE 7.

### DECLARATION OF INSOLVENCY.

THOMAS WATTS, Rugby, Warwickshire, licensed victualler and butcher.

### BANKRUPTS.

THOMAS GINGER, Leighton Buzzard, Bedfordshire, inn-keeper and dealer in cows, June 17 at 12, and July 19 at 12, Court of Bankruptcy: Off. Ass. Edwards; Sols. Day, Woburn, Bedfordshire; Wright, 11, Fumival's-inn.—Fiat dated June 2.

WILLIAM LAURENCE, King William-street, City of London, money scrivener, June 18 at 1, and July 19 at 12, Court of Bankruptcy: Off. Ass. Groom; Sol. Cox, 14, Size-lane, Bucklebury.—Fiat dated June 18.

JOSIAH BARLOW, Manchester, hatter, June 21 and July 19 at 12, Commissioners'-rooms, Manchester: Sols. Bunting, Manchester; Bower & Back, Chancery-lane.—Fiat dated June 2.

NORMAN M'LEOD and CORNELIUS BROWNE YARROW, Liverpool, ship-brokers and commission-agents, June 25 and July 19 at 2, Clarendon-rooms, Liverpool: Sols. Cramp & Hassell, Liverpool; Adlington & Co., Bedford-row.—Fiat dated June 3.

**JOHN BRETTARGH**, Pendleton, near Manchester, timber and coal dealer, June 20 and July 19 at 10, (no place of meeting stated); Sols. Foster, Manchester; Nethersole, Essex-street, Strand.—Fiat dated May 28.

**THOMAS JONES**, Brecon, Brecknockshire, woolstapler, July 1 and 19 at 12, Castle Hotel, Brecon: Sols. Vaughan & Co., Brecon; Bicknell & Co., Lincoln's-inn-fields.—Fiat dated May 27.

**GODWIN PILSWORTH KENNAN** and **AUGUSTUS SAMSON**, Manchester, calico-printers and warehousemen, June 21 and July 19 at 11, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, or Lycett, Manchester; R. M. and C. Baxter, Lincoln's-inn-fields.—Fiat dated May 17.

**HENRY MATTHEW WALKER** and **THOMAS CASSON**, Manchester, and Wakefield, corn-factors, June 14 at 10, Sessions-house, Wakefield, and July 19 at 10, Commissioners'-rooms, Leeds: Sols. Taylor & Westmorland, Wakefield; Adlington & Co., 1, Bedford-row.—Fiat dated May 31.

**THOMAS BARTER**, Poole, surgeon and apothecary, June 25 and July 19 at 12, Parr's, Poole: Sols. Parr, Poole; Holme & Co., 10, New-inn.—Fiat dated May 25.

#### MEETINGS.

*Rowland Mitchell*, Lime-st., merchant, June 14 at half-past 11, Court of Bankruptcy, pr. d.—*Ed. Smith*, Bishop Wearmouth, Durham, merchant, July 11 at 11, Bridge Hotel, Sunderland, ch. ass.—*Stephen Sly*, Bouverie-st., Fleet-street, and Cora-wall-road, Lambeth, engraver, June 14 at 1, Court of Bankruptcy, last ex.—*Jas. Gale*, sen., and *Jas. Gale*, jun., Love-lane, Shadwell, rope makers, June 14 at 12, Court of Bankruptcy, last ex.—*Elizabeth Frankland*, widow, Reading, Berkshire, innkeeper, June 14 at 10, George Inn, Reading, last ex.—*Jos. Gill*, Brierley, Staffordshire, ironmaster, June 21 at 11, Swan Hotel, Wolverhampton, last ex.—*Richard B. Scalé*, Halstead, Essex, farmer, July 29, Three Cups Inn, Colchester, last ex.—*Anthony Lee*, Guildford, Surrey, banker, June 28 at 12, Court of Bankruptcy, aud. ac.; at half-past 12, div.—*George P. Timbrell*, Philip-lane, Adde-street, City of London, and Milton-mills, Stourport, Worcestershire, worsted spinner, June 29 at 11, Court of Bankruptcy, aud. ac.—*Jas. Smethurst*, Manchester, smallware manufacturer, July 1 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Frederick Edward Turner*, Holywell, Flintshire, chemist, June 30 at 12, King's Arms Inn, Holywell, aud. ac.—*Henry Potts*, New-castle-upon-Tyne, publican, July 12 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—*Thos. Styan* and *Wm. Styan*, Great Tower-st., tea brokers, June 28 at 11, Court of Bankruptcy, div. joint est.; at half-past 11, div. sep. est. of *T. Styan* and *W. Styan*.—*J. Coward*, Bath, linen-draper, June 30 at half-past 11, Court of Bankruptcy, fin. div.—*Robert Shea* and *Thos. Pinn*, Great Paltney-st., Golden-square, tailors, June 30 at 12, Court of Bankruptcy, fin. div.—*P. Herbert* and *J. Herbert*, London, merchants, June 30 at half-past 12, Court of Bankruptcy, fin. div. sep. est. of *P. Herbert*.—*J. Grant*, Hatton-garden, merchant, June 30 at 1, Court of Bankruptcy, fin. div.—*Alex. Ross* and *Jas. Murray*, Leadenhall-buildings, Gracechurch-st., merchants, June 30 at half past 1, Court of Bankruptcy, fin. div.—*John Birkett Wienholt*, Old Swan, City of London, merchant, June 30 at 2, Court of Bankruptcy, fin. div.—*Sam. Williams*, Finsbury-sq., merchant, June 30 at half past 2, Court of Bankruptcy, fin. div.—*Jas. Cadbury*, New Bond-st., cheesemonger, June 28 at 1, Court of Bankruptcy, div.—*Leop. Neumegen*, Highgate, bookseller, June 29 at 1, Court of Bankruptcy, div.—*Georgiana Gifford*, Parson's-green, Fulham, schoolmistress, June 29 at 12, Court of Bankruptcy, div.—*George Parsons*, Worthing, Sussex, wine merchant, June 30 at 12, Town-hall, Brighton, aud. ac. and div.—*S. Partridge*, Birmingham, victualler, June 30 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, div.—*J. Webster*, Liverpool, tailor, June 29 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*M. Matthews*, Little Town, near Leeds, Yorkshire, dyer, July 8 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 3, div.—*Edward Hale Hughes*, Wrexham, Denbighshire, licensed victualler, July 6 at 11, Wynnatay Arms Hotel, Wrexham, aud. ac.; at 12, div.—*John Beedworth*, Wrexham, Denbighshire, timber merchant, July 6 at 1, Wynnatay Arms Hotel, Wrexham, aud. ac.; at 2, fin. div.—*Jas. Porter*, Honiton, Devonshire, victualler, June 29 at 12, Old London Inn, Exeter, aud. ac.; at 1, first and fin. div.—*Chas. Henry Webb*, Forebridge, Staffordshire,

corn dealer, July 6 at 10, Swan Inn, Stafford, aud. ac.; at 1 div.—*Wm. Hulke*, *Benj. Hulke*, and *John East Dixon*, De Kent, bankers, June 28 at 11, Royal Hotel, Deal, aud. ac. at 12, fin. div.—*Francis Legge*, Birmingham, builder, June 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, first a fin. div.—*James Coles*, Victoria Iron-works, Bodwelty, Mo mouthshire, apothecary, June 30 at 11, King's Head In Newport, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before June 28*  
*W. Tepp*, Nelson-sq., Blackfriars-road, Surrey, victuals—*Rob. Ross*, Brett's-buildings, Long-alley, Moorfields, victualler.—*John Cox*, Nottingham, silk throwster.—*Orlam Pidgeon*, Shrewsbury, Salop, tobacconist.—*Abraham Foste* Bridgwater, Somersetshire, draper.—*Alfred Bayley*, Cumber land-terrace, Lloyd-square, Pentonville, and Lotherbury, stock broker.—*Wm. Newland*, Chichester, Sussex, bankers.—*Ben Williams*, Liverpool, and Margam Tin Plate-works and Mac teg Iron-works, Glamorganshire, merchant.

#### SCOTCH SEQUESTRATIONS.

*John Allan*, Edinburgh, grocer.—*Jas. Alexander* and *Sen* Glasgow, builders.—*Thos. Taylor*, Perth, ironmonger.—*Ge Fairley* and *Pet. Houston*, Glasgow, builders.—*Wm. Wilkie* Edinburgh, paper stainer.—*W. Houston*, Glasgow, merchant

#### INSOLVENT DEBTORS.

*Saturday, June 4, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Wm. Aug. Grobecker*, Wellington-pl., Camberwell, Surrey, teacher of languages; *Sam. Sturgis*, appointed new assignee by rule in the room of *John Chalmers* and *John Lambe*, removed.—*William Hill*, Spark-brook, near Birmingham, Warwickshire, wheelwright, No. 58,411 C.; *John Boucher*, assignee.—*Timothy Lewis*, Sedbury, Tiddenden, Gloucestershire, out of business, No. 38,777 C.; *Geo. Riddiford*, assignee.—*Joseph Blackeby*, Regent-street, Horseferry-road, Westminster, shoemaker, No. 53,137 T.; *Edw. B. Price*, assignee.—*The Rev. Wm. Batley*, Tonbridge Wells, Kent, clerk, No. 48,729 C.; *Hen. Lincoln*, new assignee in room of *Cooke* and *Lancaster*, removed.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, June 28 at 9.*

*Wm. Smith*, jun., Queen-st., Hackney-road, guard on a railway.—*Henry Ruff*, Hampton, fishmonger.—*Jas. Richer*, Chapman-st., Liverpool-road, lodging-house keeper.—*Joseph Perkins*, Bermondsey-terrace, Neckinger-road, Bermondsey, Surrey, out of business.—*E. Wright*, Great Suffolk-st., Borough, out of business.—*Ann Woolton*, Wine Office-court, Fleet-st., out of business.—*Eliz. Burgess*, Upper Brook-st., Grosvenor-sq., lady's maid.—*Wm. Price*, Webber-row, Webber-st., Blackfriars-road, out of business.—*J. Streater*, York-street, Battersea-fields, Surrey, carman.—*Thos. Trump*, jun., Crown-court, Dorset-st., Fleet-st., baker.—*Felix Pilcher*, Victoria-terrace, Union-road, Newington, Surrey, out of business.—*Watson Vredenburg*, Quadrant, Regent-street, out of business.

*Court-house, KINGSTON-UPON-HULL, June 28 at 10.*

*J. H. Thompson*, Barrow, Lincolnshire, wheelwright.—*J. Gray*, Hull, bricklayer.—*John Jefferson*, sen., Great Driffield, watchmaker.—*John Daly*, Kingston-upon-Hull, lampfighter.—*John Burgess*, Kingston-upon-Hull, butcher.—*R. I. Lattin*, Hull, dealer in glass.—*Robt. Robinson*, Kingston-upon-Hull, grocer.—*Wm. Kennedy*, Hull, millwright.—*Chris. Marley*, Hull, out of business.—*Geo. Sampson*, Hull, dealer in measure.—*Thos. Appleby*, Hull, commission agent for the sale of clothing.—*James Davison*, Hull, out of business.—*M. Barnett*, Hull, out of business.—*Robt. Lee*, Hull, out of business.

*Court-house, YORK, (County), June 30 at 10.*

*James Ridley*, Thornton, near Pickering, shoemaker.—*T. Clarkeon*, West Witton, near Weyburn, corn factor.—*Richard Taylor*, Hulan, near Hull, waterman.—*Martha Bell*, Nafferton, out of business.—*John Lee*, Malton, chemist.—*Edw. Wood*, Malton, innkeeper.—*Eliz. Maxwell*, Sutton-under-Whitstonecliff, near Thirsk, spinster.—*John Hogg*, Romanby, near Northallerton, shoemaker.—*Peter Kirkley*, Rawcliffe, labourer.—*Thos. Dawson*, Riccalf-house, near Kirby Moorside, farmer.—*Wm. Blades*, Kirby Fleetham, near Baldall, gardener.—*Wm. Marshall*, sen., Worthill and Helms-

ley, farmer.—*David Midgley*, Hessay, near York, sheep-jobber.—*Jonathan Sissons*, Clementhorpe, publican.—*Robert Easton*, Pocklington, printer.—*John Hornby*, Hedon in Holderness, innkeeper.—*W. Wicking*, Scarborough, linen draper.  
**Court-house, Haverfordwest, Pembrokeshire, June 28 at 10.**

*John Collins*, St. Florence, gentleman.—*Mary Jolliffe*, Hayhill, Harborth, servant.—*Wm. Lewis*, Cromwen Vicarage, farmer.—*Thos. Davies*, Haverfordwest, superintendent of civil.

**Court-house, Carmarthen, (County), June 30 at 10.**

*Geo. Butler*, Sandyhill, Pembrey, coal agent.—*W. Thomas*, Pampas Llangunnoch, near Carmarthen, stonemason.—*T. Owen*, Kilberwydd, Llanboidy, farmer.—*Wm. Lewis*, Marston, near Tenby, victualler.—*John Thomas*, Carmarthen, printer.—*Wm. Jones*, Bank y Bruyn, near Llandovery, labourer.—*Harry John*, Clawthman Staceywad, labourer.—*H. Thomas*, Llettyr, near Llanelli, labourer.—*William Thomas*, Nantysawleg, near Carmarthen, labourer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Thos. Jas. Wilkinson*, Brighton, lodging-house keeper, June 9, *Dumpester's*, Brighton: 2s. 3d. in the pound.—*John Fountain*, Boston, Lincolnshire, cordwainer, June 13, *Calthrop*, Boston: 2s. 2½d. in the pound.—*John Moorhouse*, Alcoat's-hill, Pudsey, near Leeds, cloth manufacturer, June 9, C. and W. Carr, Gomersall, near Leeds: 11d. in the pound.—*J. C. Green*, Great Chart-st., Hoxton, carpenter, June 9, *Keymer's*, 8, Old Fish-st.: 2s. 3d. in the pound.—*Wm. S. Martin*, Old Change, merchant, June 19, *Hunter's*, Warwick-chambers, Gray's Inn: 2s. 3d. in the pound.

#### MEETING.

*Wm. Augustus Grobecker*, Wellington-place, Southampton-st., Camberwell, Surrey, teacher of languages, June 23 at 11, *Court-house*, Portugal-st., Lincoln's-inn-fields, div.

#### FRIDAY, JUNE 10.

#### DECLARATIONS OF INSOLVENCY.

**THOMAS ARMSTRONG**, Conduit-street, Paddington, merchant.

**JOHN STEGGALL**, Guildford-st., bookseller and publisher.

#### BANKRUPTS.

**ROBERT BENNETT THOMPSON**, Wood-st., Cheapside, warehouseman, June 17 at half-past 12, and July 22 at 11, Court of Bankruptcy: Off. ass. Alsager; Sols. Reed & Shaw, Friday-street, Cheapside.—Fiat dated June 7.

**HENRY STEVENS**, William, near Hitchin, Hertfordshire, and **JOHN STEVENS**, Clophill, near Silsoe, Bedfordshire, builders, June 17 at 2, and July 22 at 12, Court of Bankruptcy: Off. ass. Pennell; Sols. Stevens & Co., Queen-st., Cheapside.—Fiat dated June 3.

**WILLIAM GREY SMITH**, Vauxhall-walk, Vauxhall, Lambeth, Surrey, surgeon, and dispenser and vender of medicines and drugs, June 21 and July 22 at 11, Court of Bankruptcy: Off. ass. Green; Sol. Binns, 17, Essex-st., Strand.—Fiat dated June 7.

**OSMOND JOHNSON**, Maldon and Great Braxted, Essex, corn dealer and coal merchant, June 21 at 12, and July 22 at 1, Court of Bankruptcy: Off. ass. Gibson; Sols. Stevens & Co., 6, Queen-st., Cheapside.—Fiat dated June 8.

**JOHN MILLS**, Manor-street, Clapham, Surrey, ship owner and trader, June 23 at half-past 11, and July 22 at 12, Court of Bankruptcy: Off. ass. Turquand; Sols. Dods & Lister, 111, St. Martin's-lane.—Fiat dated May 28.

**WILLIAM KEMPSTER**, South Weald, Essex, innkeeper and farmer, June 25 at half-past 1, and July 22 at 11, Court of Bankruptcy: Off. ass. Edwards; Sol. Rawlings, Romford, Essex.—Fiat dated June 4.

**JAMES ATKINSON**, Leeds, joiner and builder, June 17 at 12, July 22 at 10, Commissioners'-rooms, Leeds: Sols. Shackleton, Leeds; Battye & Co., Chancery-lane.—Fiat dated June 1.

**DAVID WHATLEY**, Cirencester, Gloucestershire, scrivener, June 20 and July 22 at 10, King's Head Inn, Cirencester: Sols. Lediard, Cirencester; Crouch, 37, Southampton-bdgs.—Fiat dated May 26.

**BEN PARKIN**, **DAVID CAMM**, and **JOSEPH FARRAR**, Birstal, Yorkshire, cotton warp doublers, June 25 and July 22 at 2, Commissioners'-rooms, Leeds: Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, 3, Elm-court, Middle-temple.—Fiat dated June 6.

**ROBERT RUSSELL**, Bradford, Yorkshire, provision dealer, June 25 and July 22 at 12, Commissioners'-rooms, Leeds: Sols. Tolson, Bradford; Walter & Pemberton, 4, Symond's-inn.—Fiat dated May 30.

**HANSEL BAIRD**, Gloucester, wholesale and retail grocer, baker, and provision merchant, June 17 and July 22 at 11, Lovegrove's, Gloucester: Sols. Lovegrove, Gloucester; Nicholls, 8, Cook's-court, Lincoln's-inn.—Fiat dated June 1.

**THOMAS TATHAM**, Burton in Lonsdale, Thornton in Lonsdale, lime burner, coal merchant, and earthenware manufacturer, June 18 at 11, Old George Inn, Gisburn, and July 22 at 12, Golden Lion Inn, Settle; Sols. Cowburn, Settle; Cragg & Jeyes, 4, Harpur-st., Red Lion-square.—Fiat dated June 1.

**STEPHEN FORSTER**, Gateshead, Durham, ironfounder and chain manufacturer, July 6 and 22 at 1, Bankrupt Commissioners'-room, Newcastle-upon-Tyne: Sols. Bockett & Philipson, Newcastle-upon-Tyne; Meggison & Co., 3, King's-road, Bedford-row.—Fiat dated May 19.

**SOLOMON DAVIS MOSS**, Rochdale, Lancashire, draper, tailor, and clothes dealer, June 21 at 12, and July 22 at 2, Commissioners'-rooms, Manchester: Sols. Sutton, Manchester; Milne & Co., Temple.—Fiat dated June 3.

**MANOAH BOWER**, Birmingham, gilt toy manufacturer, June 20 and July 22 at 11, Waterloo-rooms, Birmingham: Sols. Haywood & Webb, Birmingham; Bigg, Southampton-buildings, Chancery-lane.—Fiat dated June 4.

**JAMES TRIGGS**, Southampton, upholsterer, June 16 at 2, and July 22 at 12, Dolphin Hotel, Southampton: Sols. Sharp & Harrison, Southampton; Barber, 11, Farnival's-inn.—Fiat dated June 1.

**JOHN PEARSON**, Kingswinford, Staffordshire, maltster, porter dealer, and soda-water manufacturer, June 21 at 3, and July 22 at 12, Swan Hotel, Wolverhampton: Sols. James, Birmingham; Church, 9, Bedford-row.—Fiat dated June 3.

#### MEETINGS.

*Richard Harris* and *Samuel King*, High Holborn, woollen drapers, June 20 at 12, Court of Bankruptcy, p. d.—*John Stanford*, Pall-mall, St. James's, architect, June 22 at 12, Court of Bankruptcy, p. d.—*John Woodcock*, Stratford, Essex, builder, June 23 at 12, Court of Bankruptcy, last ex.—*Deane Saml. Walker*, Great St. Helens, City of London, India-rubber manufacturer, June 20 at 2, Court of Bankruptcy, last ex.—*James Greenlees*, Friday-street, Cheapside, shawl warehouseman, June 21 at half-past 11, Court of Bankruptcy, last ex.—*David Bolton*, Kingston-upon-Hull, corn merchant, July 1 at 11, George Inn, Kingston-upon-Hull, last ex.—*Ed. Stratton*, Longcot, Berkshire, corn-dealer, July 1 at 11, Red Lion Inn, Farringdon, last ex.—*Joseph Mayor*, Northampton, chemist, June 30 at 12, Peacock Inn, Northampton, last ex.—*Edwd. Young*, Birmingham, Isle of Thanet, Kent, blacksmith, June 27 at 6, London Hotel, Margate, last ex.—*Ed. Green*, Clifford-st., Bond-st., tailor, July 1 at 11, Court of Bankruptcy, aud. ac. and div.—*Wm. Nathan Hunt*, Watling-street, stationer, July 4 at 11, Court of Bankruptcy, aud. ac. and div.—*Wm. McCleave*, London-road, Surrey, linen-draper, July 4 at 12, Court of Bankruptcy, aud. ac.; at half-past 12, fin. div.—*Wm. Cato*, Hexham, Northumberland, tea-dealer, July 1 at 1, Bankrupt Commissioners'-room, Newcastle-upon-Tyne, aud. ac.—*John Quarrell* and *Richd. Wright*, Cheltenham, bricklayers, July 4 at 1, Cox's, Cheltenham, aud. ac.—*Jeffery Daniel Gorely*, Bristol, toyman, July 22 at 11, Commercial-rooms, Bristol, aud. ac.—*Jas. County*, Cheltenham, oil and colourman, July 4 at 1, Royal Hotel, Cheltenham, aud. ac.—*Wm. Matthews*, Crooked-lane, tin-plate merchant, July 1 at 1, Court of Bankruptcy, fin. div.—*Joseph Fearnley*, Bradford, Yorkshire, woolstapler, July 1 at half-past 1, Court of Bankruptcy, fin. div.—*Timothy Abraham Curtis*, Tokenhouse-yard, merchant, July 1 at 1, Court of Bankruptcy, div.—*Geo. Webb Bromfield*, Blackfriars-road, Surrey, brush manufacturer, July 1 at half-past 11, Court of Bankruptcy, div.—*Chas. Schofield*, Kingston-upon-Thames, Surrey, timber merchant, July 1 at half-past 12, Court of Bankruptcy, div.—*Thos. Ratcliffe*, Blackman-st., Southwark, stationer, July 1 at 12, Court of Bankruptcy, div.—*Elizabeth Saunders*, Chesham, Buckinghamshire, grocer, July 1 at 11, Court of Bankruptcy, div.—*Henry Staffell*, Strood, Kent, druggist, July 2 at 12, Court of Bankruptcy, div.—*George W. Farmer*, Tavistock-st., Covent-garden, jeweller, July 2 at 11, Court of Bankruptcy, fin. div.—*R. M. Dittritch*, Kingston-



upon-Hull, merchant, July 2 at 11, George Inn, Kingston-upon-Hull, and. ac.; at 12, div.—*John Hicklin*, Nottingham, printer, July 4 at 12, George the Fourth Inn, Nottingham, and. ac. and fin. div.—*Chas. Lowe*, Liverpool, builder, July 2 at 12, Clerendon-rooms, Liverpool, first and fin. div.—*Wm. White and Thos. Broad*, Newport, Isle of Wight, wine merchants, July 18 at 4, Bugle Inn, Newport, and. ac.; at 5, div.—*John M'Alister*, Liverpool, upholsterer, July 2 at 1, Cla-renderooms, Liverpool, div.—*Jas. Ford*, Bristol, cooper, July 5 at 2, Commercial-rooms, Bristol, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before July 1.

*Wm. Payne*, Hand-court, Holborn, victualler.—*John Bell*, Norton Folgate, Shoreditch, linen-draper.—*William Miller*, St. Martin's-lane, Charing-cross, wine-merchant.—*John Carter Lucas and Thos. Lucas*, Aldersgate-st., druggist.—*Josiah Ballinger*, Cheltenham, Gloucestershire, livery-stable keeper.—*G. Guiford*, North Shields, Northumberland, ship-owner.—*Gales Atkinson*, Monkwearmouthshire, Sunderland, Durham, hardwareman.—*G. James*, Bangor, Carnarvonshire, druggist.

#### FIATS ANNULLED.

*Thos. Atkinson*, Lancashire, druggist.—*Hen. Brayne*, Nine-elms, Battersea, and Manor-street, Clapham-road, Surrey, coal-merchant.

#### SCOTCH SEQUESTRATIONS.

*Wm. and C. Sharp*, Montrose, wine and spirit-merchants.—*Thos. Alexander and Co.*, Govan, near Glasgow, ship-builders.—*Geo. Halliwell and Son*, Greenock, contractors.—*Andrew Henderson*, Glasgow, builder.—*Wm. Hay*, Kilayth, Stirling, merchant.—*Robt. Moir*, Kippen, general merchant.—*Wm. Campbell*, Glasgow, cartwright and smith.—*John Jas. Duncan*, Edinburgh, writer and banker.—*Peter Morrison*, Banff, merchant.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, July 1 at 9.

*John Brown*, sen., Munster-st., Regent's-park, baker.—*J. Gardner*, New-st., Cloth-fair, out of business.—*Thos. Nicoll*, Lockner-farm, Chilworth, Surrey, bailiff.—*Samuel Sadley*, Brewer-st., Regent-st., shopman to a hosier.—*Matthew Barrett*, jun., Garden-row, London-road, Southwark, Surrey, out of business.—*John Gersed*, sen., Strand, traveller to a tobacco manufacturer.—*Harriet Brazier*, Seckford-street, Clerkenwell, captain's widow of the Royal Navy.—*Thomas Edwards*, White Lion-st., Pentonville, bricklayer.—*W. Ed. Pritchard*, Frederick-place, Goswell-road, and Welbeck-st., Cavendish-square, lamp-maker.—*Geo. Gallaway*, Bowling-st., Marylebone-lane, oilman.—*Ann Cottrell*, Holland-st., Blackfriars-road, Surrey, dealer in earthenware.—*Robert Johnston*, jun., Albany-st., Regent's-park, out of business.—*Richard Frost Burton*, Forest-place, Dalston, and John-street, Cambridge-heath, Hackney, coal and coke merchant.

July 2, at the same hour and place.

*Edwin Pegg*, Well-st., Camberwell, Surrey, foreman to an outfitter.—*Edward Bateman*, Richmond, Surrey, tailor.—*J. Morgan*, Clarence-place, York-road, Lambeth, Surrey, out of business.—*M. Martin*, sen., Elam-st., Long-lane, Bermondsey, Surrey, tanner.—*H. Herrick*, St. George's-road, Southwark, butcher.—*Geo. Thorowood*, Canal-road, Kingsland-rd., stonemason.—*Charles Rowcroft*, Howland-st., Fitzroy-sq., part proprietor of the Courier newspaper.—*T. R. Adams*, Cross-st., Islington, baker.—*Benj. R. Brook*, Seymour-place, Bryanstone-sq., shopman to a corn chandler.—*W. J. Worthington*, Sloane-st., out of business.—*P. Payne*, Noel's-buildings, Liverpool-road, Islington, carpenter.—*Nicholas Thorp*, Worship-st., Curtain-road, sofa manufacturer.—*Wm. Keech*, Green-st., Bethnal-green, grocer.

July 4, at the same hour and place.

*Henry Benson*, Little Bell-alley, Moorgate-st., fishmonger.—*Jas. Druggan*, St. John-st., Clerkenwell, shoemaker.—*O. Boot*, sen., Higham, near Alfreton, Derbyshire, out of business.—*Joseph Woodward*, Robert-st., Hampstead-road, out of business.—*Richard Hancock*, Waterside, Wandsworth, Surrey, servant to a cowkeeper.—*Thos. S. Barwell*, Mount-pleasant, Gray's-inn-lane, salesman.—*Benj. Hems*, Blackman-st., Southwark, cutler.—*Edw. Beasley*, Cottage-place, Camberwell, gardener.—*William Lee*, Cleveland-st., Fitzroy-sq., sworn broker.—*Isaac Kesner*, Waterloo-road, Lambeth, general dealer.—*Alfred Compton*, South Lambeth, Surrey, clerk to the Board of Pavement of the parish of St. Marylebone.—

*James Coney*, East Smithfield, outfitter.—*John Pierce*, Garter-court, Barbican, fishmonger.

Court-house, YORK, (City), July 1 at 10.

*George Yeoman*, York, cattle drover.—*Jos. Smithy*, York, railway porter.—*Thomas Harrison*, Aldwark, butcher.—*Peter W. Wilson*, Aldwark, labourer.—*David Roak*, Layerthorpe, carter.—*Thos. Ostaby*, York, out of business.—*Joseph Jones*, York, shoemaker.—*Jos. Firth*, Heckmondwike, out of business.—*Wm. Blyth*, York, butcher.—*Richard Palfreman*, York, millwright.—*Saml. Bagnshaw*, York, hatter.—*Harl Cohen*, York, dealer in steel pens.—*John Preston*, York, earthenware dealer.—*Chas. Varley*, York, fellmonger.—*John Gill*, York, out of business.

Court-house, DURHAM, (County), July 4 at 10.

*John Forster*, Monkwearmouth-shore, out of business.—*J. Tate*, South Shields, master mariner.—*James Laing*, Bishopwearmouth, commission agent.—*Thomas Linsley*, Camforth, labourer.—*James Atkinson*, Darlington, innkeeper.—*Alice Dixon*, Sunderland near the Sea, publican.—*John Mewson*, Bishopwearmouth, out of business.—*Jas. Hope*, South Shields, publican.—*John Patterson*, Stockton-upon-Tees, out of business.—*Wm. Withew*, Sunderland near the Sea, publican.—*Robert Todd*, Stockton-upon-Tees, cordwainer.—*R. Martin*, Butterby Paper Mills, paper manufacturer.—*Wm. Jefferson*, Felling-shore, near Gateshead, butcher.—*George Bians*, Bishopwearmouth, woollen-draper.—*John Kibbinton*, Bishopwearmouth, woollen-draper.—*M. Blenkinsop*, Killerby, butcher.—*Caleb Wilson*, Bishopwearmouth, out of business.—*Charles Messenger*, Monkwearmouth, retailer of ale.—*Peter Strong*, South Shields, grocer.—*J. Dodds*, South Shields, mast maker.—*John Bolam*, Bishopwearmouth, cabinet maker.—*W. Readshaw*, Bishopwearmouth, out of business.—*W. R. Robson*, Monkwearmouth, out of business.—*Jas. Wardraper*, Gateshead, mason.—*Robt. Marriner*, Darlington, shoe dealer.—*W. Gibson*, Bishopwearmouth, clerk to a brewer.—*Jas. Bewick*, jun., Bishopwearmouth, retailer of ale.—*Ge. Clennell*, Bishopwearmouth, out of business.—*A. H. Liddell*, Bishopwearmouth, out of business.—*John Hastie*, Sunderland, shoemaker.—*Thos. Hilton*, Darlington, cattle jobber.—*Saml. Nelson*, Durham, hawk of earthenware.—*Wm. Atkinson*, Durham, publican.—*Joseph Munby*, Heighington, clock cleaner.—*T. Dixon*, Stanhope in Weardale, grocer.—*T. Stokoe*, Felling-shore, near Gateshead, mariner.—*Thomas Dobson*, Thoroughgate, Barnard Castle, shoemaker.—*Henry Thompson*, South Shields, mason.—*Thos. Thomas*, South Shields, glassman.—*J. Smith*, jun., Durham, out of business.

#### MEETINGS.

*Timothy Lewis*, Sedbury, Tidenham, Gloucestershire, June 27 at 11, Bloxsome & Jackson, Dursley, sp. affairs.—*Benj. Root*, jun., Hen-mill, Northwindingfield, Derbyshire, miller, June 25 at 3, Angel Inn, Chesterfield, sp. affairs.—*Jas. Cook*, Sticklepath, Sampford Courtenay, Devonshire, common carrier, June 25 at 12, Half Moon Inn, Exeter, sp. affairs.—*R. Caudlin*, June 25 at 12, Teece's, Shrewsbury, sp. affairs.

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# The Jurist

No. 284.

LONDON, JUNE 18, 1842.

PRICE 1s.

\* \* *The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—*

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Vice-Chancellor Wigram's Court .....	{ E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, JUNE 18, 1842.

A DISCUSSION took place a few nights ago in the House of Lords on the subject of the alleged rejection, on a late trial in Scotland, of a proposed witness, as being inadmissible, or at least not credible, on the ground of atheistical opinions. It was said in that discussion, that, instead of being put into the witness box, and asked whether he was then an atheist, he was in effect put forthwith on his trial for blasphemy, witnesses being examined to establish the fact of his atheism, by proving statements which he had antecedently made, and which were inconsistent with a belief in God. After this, it is said, that the witness was himself examined as to his belief, and that he then declared his belief in God, in a future state of rewards and punishments, and in fact in those fundamental dogmas, a belief in which is held necessary to make a witness competent; that he was then put on his oath to give his testimony, but was afterwards, before his testimony was taken, further examined as to his religious belief by the court; and his answers not being fully satisfactory, the court intimated, directly or indirectly, that he could not be believed, and that the counsel had better not proceed to examine him. From the conflicting statements made by the noble and learned Lords who took part in the discussion, it is not easy to collect what was the actual course of proceeding adopted in the trial referred to; and whether that stated above, if it really took place, was according to the law of Scotland, we do not assume to determine. The whole question seems to have been as to the propriety of the mode of ascertaining the fact of the witness's religious belief, viz. whether extrinsic evidence of his irreligious opinions could be admitted, and at what stage, or whether the witness himself should have been asked as a preliminary question, as to his belief, and whether, having answered it, all other evidence ought not to have been shut out.

Of the rules of our own law there can be but little

doubt. It is undoubtedly necessary, that, to render a witness's testimony admissible, he should believe in the existence of a God. This maxim seems perfectly supported by reason as well as by law, for as the whole efficacy of an oath, having regard to its form, depends on this, that the party taking it pledges himself to speak the truth as a condition of his expecting the Divine assistance, so it would be ridiculous to suppose, that a witness could be induced to speak the truth by so pledging himself, if he did not believe in the existence of the Being whose assistance he invokes by his oath, the condition of his speaking the truth. But as the religious belief requisite to support the competency of a witness is his religious belief at the time when he is about to give his testimony, and as the fact whether such belief then exists or not is one of which no human being can by possibility have a knowledge, except the witness himself, our law limits the means of ascertaining the fact of the witness's belief in a God to inquiries of the witness himself, and that at the very moment when he is going to be sworn, though, if then omitted, it may properly be asked afterwards. Whether this extremely liberal rule of law is a prudent or rational one may admit of some doubt; for it must be observed, that it rests on a mere affirmation of the truth of the particular fact, viz. the belief of the witness, without the establishment of which his subsequent testimony on oath cannot be admitted. It might, therefore, be very reasonable, at least when there is any doubt suggested, to require this preliminary fact to be supported by corroborative evidence before proceeding to swear the witness. But admitting it to be perfectly consistent with sound reasoning, that the fact of the witness's belief in a God should be inquired of him alone, yet it does not seem quite so clear, that in reference to every religious denomination admitting, or purporting to admit the belief of a God, all extrinsic evidence in explanation of the nature of that religious belief which the witness admits, should be excluded. And although we are fully aware that we shall expose

ourselves to the censure of an enlightened age by the confession we are about to make, yet we do confess an impression, that in point of strict reasoning, our law is on this subject somewhat lax; and that if the older authorities, which appear to have held that all heathens were excluded from giving evidence, are not very liberal, they are perhaps more consistent with the legal principles on which the competency depending on religious belief rests, than the modern well-established rule, that it is sufficient if the witness, whether a Christian, Jew, Mahomedan, or other person not a Christian, declares his belief in a God. "It is necessary," says Mr. Phillippa, "in order that a witness's testimony should be received, that he should believe in the existence of a God, by whom truth is enjoined and falsehood punished. Without such a belief, one sanction which the law regards as a material security for the truth of evidence, that of the fear of Divine punishment invoked by the witness upon himself, is wanting." (p. 11). This is undoubtedly the principle, but its application may have very different consequences, when considered with reference to a witness professing the Christian, or even perhaps the Jewish religion, and when considered with reference to heathen creeds. When the witness professes the Christian or Jewish religion, the court has itself judicial knowledge of the creeds to which the witness submits himself; and therefore, when the witness says that he believes in God according to the Old or New Testament, he admits (whether falsely or truly it matters not, because it is impossible to ascertain,) that belief which, within the knowledge of the judge, supports the stringency of the oath administered to him. But if a Hindu or a Mahomedan asserts his belief in God, what judicial knowledge has the judge, (who though he may be personally acquainted with the dogmas of Hinduism or Mohammedanism, does not, as judge, know anything of the matter)? what judicial knowledge we say is there? what guarantee is afforded that the witness is asserting that he believes in a God, who, according to his belief, enjoins truth, and punishes falsehood? In such cases, at least, we confess it appears to us, that it would not be an imprudent rule of law to admit collateral evidence of the nature of the witness's creed, as without it the court is wholly at the mercy of the witness.

The Scotch Law, it is said, admits collateral evidence in proof of the witness's disbelief in a God, and the proceedings at the trial referred to in the House of Lords recently seem to shew that such was the opinion of the Court in that case. The books of the Scotch Law on evidence seem to preserve on this point a remarkable silence, so far as any positive statement of the practice. But it might be inferred from their practice, (independently of what took place on the trial alluded to), in respect to what is termed in Scotch Law, "purgation of partial counsel," that extrinsic evidence would also be admitted to prove the absence of religious belief in the witness. "All witnesses," says Erskine, (Inst. book 4, p. 982), "must, before they make oath, be purged of partial counsel, that is, they must depose that they can neither lose nor gain by the event of the suit, nor have given advice how to conduct it; that they have not been taught how to swear; that they have got no bribe, nor promise of bribe or good deed, from any of the parties; and that they bear no enmity or ill will to either of them. These particulars, because they are put to the witness previous to his making oath, are styled 'initialia testimonii.' If a party bring present evidence of a witness's partial counsel in any of the above points, the examination cannot proceed, though the witness should offer to purge himself by oath. But bare expressions of ill will, when the enmity hath not been pushed forth into action, is not sufficient to stop the examination."

Now, as to the receiving a bribe or being instructed, these, it is true, are facts not resting exclusively on the knowledge of the witness; but the fact of ill will at the time of giving evidence, when founded on evidence of past actions of ill will, can only be inferred, and rests precisely on the same ground as the fact of religious belief. The application of the principle to the incapacity depending on ill will would seem to justify its application to that depending on deficiency of religious belief.

And Taft (Evidence, p. 401) says, without making any exception as to the particular inadmissibility arising from defect of religious belief, that "an objection to the admissibility of a witness may also ordinarily be proved by other witnesses, if *omni exceptioni majores*, either instantly produced before the witness is examined, or afterwards in a process of reprobatior."

## CIRCUITS OF THE JUDGES.

SUMMER CIRCUITS, 1842.	NORTHERN.	OXFORD.	HOME.	MIDLAND.	NORFOLK.	N. WALES.	S. WALES.	WESTERN.
	Ld. Denman J. Maule	L.C.J. Tindal J. Erskine	Ld. Abinger J. Coltman	B. Parke J. Patteson	B. Alderson J. Williams	B. Gurney	B. Rolfe	J. Wightman J. Cresswell
Monday .. July 4	.....	.....	.....	.....	.....	.....	Cardiff	.....
Wednesday .. 6	.....	.....	Hertford	.....	.....	.....	.....	.....
Saturday .... 9	Durham	.....	Chelmsford	.....	Buckingham	Newtown	Carmarthen	Winchester
Monday .... 11	.....	Abingdon	.....	Northamp-	.....	.....	.....	.....
Wednesday ... 13	.....	Oxford	.....	[ton Bedford	.....	Dolgelly	.....	.....
Thursday .... 14	Newcastle &	.....	Maidstone	Oakham	.....	.....	.....	.....
Friday ..... 15	[Town	.....	.....	.....	.....	.....	.....	.....
Saturday .... 16	.....	Worcester &	.....	Lincoln and	Huntingdon	Carnarvon	Haverford-	Dorchester
Monday .... 18	.....	[City	.....	[City Cambridge	.....	.....	[west & Th.	.....
Tuesday .... 19	Carlisle	.....	.....	.....	.....	.....	.....	.....
Wednesday ... 20	.....	Stafford	.....	.....	.....	Beaumaris	Cardigan	Exeter & City
Thursday .... 21	.....	.....	Lewes	Nottingham	.....	.....	.....	.....
Saturday .... 23	Appleby	.....	.....	[& Town	Norwich and	Ruthin	Brecon	.....
Monday .... 25	.....	.....	.....	Derby	[City	.....	.....	.....
Tuesday .... 26	Lancaster	.....	.....	.....	.....	.....	.....	.....
Wednesday ... 27	.....	Shrewsbury	Guildford	.....	.....	Mold	Presteign	.....
Thursday .... 28	.....	.....	.....	Leicest. & B.	Ipswich	.....	.....	.....
Saturday .... 30	Liverpool	Hereford	.....	.....	.....	Chester	Chester	Bodmin
Monday .. Aug. 1	.....	.....	.....	Coventry and	.....	.....	.....	.....
Wednesday ... 3	.....	Monmouth	.....	[Warwick	.....	.....	.....	.....
Saturday .... 6	.....	Gloucester &	.....	.....	.....	.....	.....	Wells
Saturday .... 13	York & City	[City	.....	.....	.....	.....	.....	Devizes
Saturday .... 20	.....	.....	.....	.....	.....	.....	.....	Bristol

## EQUITY SITTINGS, AFTER TRIN. TERM, 1842.

**Court of Chancery.***Before the LORD CHANCELLOR, at Lincoln's Inn.*

Tuesday .... June 21	First Seal.—Appeal Motions.
Wednesday .... 22	Appeals.
Thursday .... 23	
Friday .... 24	
Saturday .... 25	
Monday .... 27	
Tuesday .... 28	
Wednesday .... 29	Second Seal.—Appeal Motions.
Thursday .... 30	
Friday .... July 1	
Saturday .... 2	
Monday .... 4	
Tuesday .... 5	
Wednesday .... 6	Appeals.
Thursday .... 7	
Friday .... 8	
Saturday .... 9	
Monday .... 11	
Tuesday .... 12	
Wednesday .... 13	Third Seal.—Appeal Motions.
Thursday .... 14	
Friday .... 15	
Saturday .... 16	
Monday .... 18	
Tuesday .... 19	
Wednesday .... 20	Appeals.
Thursday .... 21	
Friday .... 22	
Saturday .... 23	
Monday .... 25	
	Fourth Seal.—Appeal Motions.
	Petition Day.

Such days as his Lordship is occupied in the House of Lords excepted.

**Rolls Court.***Before the Right Hon. the MASTER OF THE ROLLS, at the Rolls, Chancery-lane.*

Tuesday .... June 21	Motions.
Wednesday .... 22	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .... 23	
Friday .... 24	
Saturday .... 25	
Monday .... 27	
Tuesday .... 28	
Wednesday .... 29	Motions.
Thursday .... 30	
Friday .... July 1	
Saturday .... 2	
Monday .... 4	
Tuesday .... 5	
Wednesday .... 6	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .... 7	
Friday .... 8	
Saturday .... 9	
Monday .... 11	
Tuesday .... 12	
Wednesday .... 13	Motions.
Thursday .... 14	
Friday .... 15	
Saturday .... 16	
Monday .... 18	
Tuesday .... 19	
Wednesday .... 20	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday .... 21	
Friday .... 22	
Saturday .... 23	
Monday .... 25	
	Motions.
	Petitions in General Paper.

Short Causes, Consent Causes, and Consent Petitions, on Wednesday, June 22, and every succeeding Tuesday, at the Sitting of the Court.

**Vice-Chancellors' Courts.***Before the VICE-CHANCELLOR OF ENGLAND, at Lincoln's Inn.*

Tuesday .... June 21	First Seal.—Motions.
Wednesday .... 22	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .... 23	

Friday .... 24	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .... 25	
Monday .... 27	
Tuesday .... 28	
Wednesday .... 29	
Thursday .... 30	
Friday .... July 1	Second Seal.—Motions.
Saturday .... 2	
Monday .... 4	
Tuesday .... 5	
Wednesday .... 6	
Thursday .... 7	
Friday .... 8	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .... 9	
Monday .... 11	
Tuesday .... 12	
Wednesday .... 13	
Thursday .... 14	
Friday .... 15	Third Seal.—Motions.
Saturday .... 16	
Monday .... 18	
Tuesday .... 19	
Wednesday .... 20	
Thursday .... 21	
Friday .... 22	Fourth Seal.—Motions.
Saturday .... 23	
Monday .... 25	
	Petition Day.

Unopposed Petitions and Short Causes every Friday previous to the General Paper.

*Before VICE-CHANCELLOR KNIGHT BRUCE, at Lincoln's Inn.*

Tuesday .... June 21	First Seal.—Motions.
Wednesday .... 22	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .... 23	
Friday .... 24	
Saturday .... 25	
Monday .... 27	
Tuesday .... 28	
Wednesday .... 29	Second Seal.—Motions.
Thursday .... 30	
Friday .... July 1	
Saturday .... 2	
Monday .... 4	
Tuesday .... 5	
Wednesday .... 6	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .... 7	
Friday .... 8	
Saturday .... 9	
Monday .... 11	
Tuesday .... 12	
Wednesday .... 13	Third Seal.—Motions.
Thursday .... 14	
Friday .... 15	
Saturday .... 16	
Monday .... 18	
Tuesday .... 19	
Wednesday .... 20	Fourth Seal.—Motions.
Thursday .... 21	
Friday .... 22	
Saturday .... 23	
Monday .... 25	
	Petitions.

Unopposed Petitions and Short Causes every Saturday previous to the General Paper.

*Before VICE-CHANCELLOR WIGRAM, at Lincoln's Inn.*

Tuesday .... June 21	First Seal.—Motions.
Wednesday .... 22	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .... 23	
Friday .... 24	
Saturday .... 25	
Monday .... 27	
Tuesday .... 28	
Wednesday .... 29	Second Seal.—Motions.
Thursday .... 30	
Friday .... July 1	
Saturday .... 2	
Monday .... 4	
Tuesday .... 5	
Wednesday .... 6	
Thursday .... 7	

Friday .....	8	
Saturday .....	9	
Monday .....	11	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	12	
Wednesday .....	13	
Thursday .....	14	
Friday .....	15	
Saturday .....	16	Third Seal.—Motions.
Monday .....	18	
Tuesday .....	19	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	20	
Thursday .....	21	
Friday .....	22	
Saturday .....	23	Fourth Seal.—Motions.
Monday .....	25	
		Petitions.

Unopposed Petitions and Short Causes every Saturday previous to the General Paper.

### London Gazettes.

TUESDAY, JUNE 14.

#### BANKRUPTS.

**CHARLES DENNIS BOWERS**, Cannon-st., comb-maker, June 23 at 11, and July 26 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sols. Adlington & Co., Bedford-row.—Fiat dated May 28.

**HENRY FERDINAND DELAMAIN**, 37, St. Mary-at-hill, wine merchant, June 23 at half-past 2, and July 26 at 1, Court of Bankruptcy: Off. Ass. Belcher; Sol. Hill, Clement's-lane, Lombard-st.—Fiat dated June 10.

**TRISTRAM RIDGWAY**, Huddersfield, Yorkshire, wool-merchant, June 24 and July 26 at 1, Court of Bankruptcy: Off. Ass. Johnson; Sols. Wright & Smith, Golden-sq.—Fiat dated June 3.

**MONTAGUE COMBE PRICE**, Brentford, glass seller, June 24 at 1, and July 26 at 12, Court of Bankruptcy: Off. Ass. Graham; Sol. Wadson, Austin-friars.—Fiat dated June 11.

**WILLIAM WEBB**, Northampton-terrace, York-st., City-road, watch maker, June 21 at 1, and July 26 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Lloyd, Cheapside.—Fiat dated May 31.

**THOMAS LONG**, Beaufort-place, Chelsea, coal merchant, June 21 and July 26 at 11, Court of Bankruptcy: Off. Ass. Groom; Sols. M'Leod & Stenning, 16½, Billiter-st.—Fiat dated June 9.

**THOMAS TURPIN**, Wivenhoe, Essex, innkeeper and carpenter, June 30 and July 26 at 12, Waggon and Horses Inn, Colchester: Sols. Barnes, Colchester; Wire & Child, 9, St. Swithin's-lane.—Fiat dated May 20.

**HENRY MERRIDEW**, Coventry, ribbon manufacturer and printer, June 30 and July 26 at 11, Craven Arms Hotel, Coventry: Sols. Troughton & Lea, Coventry; Austen & Hobson, Raymond-buildings, Gray's-inn.—Fiat dated June 2.

**WILLIAM HOULDING**, Salford, Lancashire, cordwainer, June 24 and July 26 at 12, Commissioners'-rooms, Manchester: Sols. Rowley & Taylor, Manchester; Sharp, 11, Staple-inn.—Fiat dated June 8.

**WILLIAM KERRISON**, Southampton, glass and lead merchant, June 25 at 3, and July 26 at 12, Dolphin Hotel, Southampton: Sols. Randall & Eldridge, Southampton; Plews, 32, Bucklersbury.—Fiat dated May 25.

**THOMAS MEALE**, Brynmawr, Llanely, Breconshire, ironmonger and nail manufacturer, June 28 and July 26 at 1, Commercial-rooms, Bristol: Sols. Harley, Bristol; Clarke & Medcalf, Lincoln's-inn-fields.—Fiat dated May 20.

**WILLIAM BEARDS** and **GEORGE BEARDS**, Bilston, Staffordshire, maltsters and grocers, June 25 and July 26 at 11, Swan Inn, Wolverhampton: Sols. Willim, Bilston; Hunt, 8, New Boswell-court, Lincoln's-inn-fields.—Fiat dated June 2.

**MARY JOHNSON** and **WILLIAM JOHNSON**, Cheadle, Staffordshire, grocers and ironmongers, June 25 at 3, and July 26 at 12, Royal Oak Inn, Cheadle: Sols. Blagg, Cheadle; Gough, 32, East-st., Red Lion-sq.—Fiat dated June 6.

**RICHARD WILLAN**, Bollington, near Macclesfield, Cheshire, linen and woollen draper, June 28 and July 26 at 1, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, Lincoln's-inn-fields.—Fiat dated June 8.

**THOMAS HILL**, Great Driffield, Yorkshire, spirit merchant, July 5 and 26 at 1, George Inn, Kingston-upon-Hull: So Shepherd & Tonge, Great Driffield; Walmaley & Co., 4 Chancery-lane.—Fiat dated May 31.

**THOMAS DOWNING**, Bransford, Worcestershire, mill, June 20 and July 26 at 11, Gillam & Son's, Worcester Sols. Gillam & Son, Worcester; Cardales & Iliffe, Bedford-row.—Fiat dated May 21.

**WILLIAM BROWN**, Manchester, cotton manufacturer, June 27 and July 26 at 10, Commissioners'-rooms, Manchester Sols. Slater & Heelis, Manchester; Milne & Co., Temple.—Fiat dated June 9.

**ABEL CROMPTON**, Manchester, grocer, tea-dealer, an shopkeeper, June 24 and July 26 at 11, Commissioners' rooms, Manchester: Sols. Hitchcock, Manchester; John son & Co., Temple.—Fiat dated May 26.

**JOHN JACKSON**, Nottingham, plumber and glazier, June 22 at 10, and July 26 at 12, George the Fourth Hotel, Nottingham: Sols. Sollory, Nottingham: Taylor & Collinson Great James-st., Bedford-row.—Fiat dated June 9.

**JOHN SWANN** and **JAMES KELLY**, Fleetwood-on-Wyre Thornton, Lancashire, bricklayers and builders, July 5 and 26 at 10, Town-hall, Preston: Sols. Pitt, Fleetwood-upon-Wyre; Alger, 37, Bedford-row.—Fiat dated May 27.

#### MEETINGS.

*Wm. Hitchcock*, Regent-st., linen draper, June 28 at 11, Court of Bankruptcy, pr. d.—*John Jones*, Liverpool, cordwainer, June 24 at 1, Clarendon-rooms, Liverpool, ch. ass.—*David Hannay*, Cavendish-sq., banker, June 24 at 12, Court of Bankruptcy, last ex.—*Fred. J. Mitchell*, Aldersgate-street, builder, June 17 at 1, Court of Bankruptcy, last ex.—*John Matthews*, Ledbury, Herefordshire, builder, June 20 at 11, Feathers Inn, Ledbury, last ex.—*Samuel Wild*, Manchester, coal dealer, July 15 at 12, Commissioners'-rooms, Manchester, last ex.—*John Hilton*, Tipton, Staffordshire, currier, July 5 at 12, Swan Inn, Wolverhampton, last ex.—*Joseph Hurley*, Woburn, Bedfordshire, plumber, July 4 at 11, Swan Hotel, Bedford, last ex.—*Charles Webb*, Lichfield, maltster, July 4 at 10, George Hotel, Lichfield, last ex.—*Jos. Emery*, Wells, Somersetshire, surgeon, July 6 at 11, Somerset Hotel, Wells, last ex.—*Peter Loyall*, Kingston-upon-Hull, miller, July 11 at 12, Lion Hotel, Glamford Briggs, last ex.—*G. Boggs*, *Wm. Taylor*, and *Wm. Shand*, jun., Great Winchester-st., merchants, July 7 at 12, Court of Bankruptcy, and ac.—*Samuel Moore*, King William-st., London-bridge, woollen draper, July 5 at 11, Court of Bankruptcy, and ac.—*Emily Ann Birch*, Bedford-place, Russell-sq., lodging-house keeper, July 7 at 11, Court of Bankruptcy, and ac.—*Rich. W. Forge*, Billingsgate, Lower Thames-st., fish salesman, July 6 at 11, Court of Bankruptcy, and ac.—*George Dodson*, Boston, Lincolnshire, wool dealer, July 8 at 12, White Swan Inn, Spalding, and ac.—*George Howarth*, Todmorden, Lancashire, corn dealer, July 7 at 4, Golden Lion Inn, Todmorden, and ac.—*H. Wood* and *A. Wood*, Basinghall-st., Blackwell-hall factors and dealers in woollen cloths, July 5 at 11, Court of Bankruptcy, div.—*Edward Thomas Murray*, Church-street, St. Mary, Newington, leather-seller, July 7 at 1, Court of Bankruptcy, div.—*Christopher Dannil*, jun., Talbot Inn-yard, Southwark, hop and seed merchant, July 7 at 2, Court of Bankruptcy, div.—*Wm. Richards*, Oxford-st., St. Marylebone, victualler, July 5 at half-past 11, Court of Bankruptcy, div.—*Thomas Ashton*, Berners-street, bill-broker, July 5 at 11, Court of Bankruptcy, fin. div.—*William Straker*, West Strand, book-seller, July 5 at 1, Court of Bankruptcy, fin. div.—*Robt. Kennett*, New Bond-street, upholsterer, July 5 at 1, Court of Bankruptcy, div.—*John Lionel Hood*, Princes-st., Leicester-square, and Great Grimsby, Lincolnshire, rope manufacturer, July 6 at 11, Court of Bankruptcy, div.—*C. Sugars*, Carey-st., Lincoln's-inn-fields, coal merchant, July 6 at 12, Court of Bankruptcy, div.—*Peter Williams* and *C. Mottram*, Wood-st., Manchester warehousemen, July 6 at 1, Court of Bankruptcy, div.—*Reynold Hogg Goddard*, Wood-street, fringe-maker, July 5 at 1, Court of Bankruptcy, div.—*John Atkinson*, Greenbank, near Kendal, Westmoreland, bobbin manufacturer, July 6 at 11, King's Arms Inn, Kendal, pr. d. and and ac.; at 1, div.—*Jas. M. Ainsworth*, Birmingham, saddler's ironmonger, July 6 at 11, Waterloo-rooms, Birmingham, and ac.; at 12, fin. div.—*Jos. Page*, jun., Gloucester, carrier, July 5 at 11 at 12, Smallbridge's, College-green, Gloucester, and ac.; at half-past 12, first and fin. div.—*John Hutchinson*, Eiland, Halifax, Yorkshire, machine maker, July 8 at 12, White Swan

Isa, Huddersfield, and. ac.; at 1, div.—*Henry A. Baber*, Lindfield, Sussex, maltster, July 8 at 12, Town-hall, Brighton, and. ac. and div.—*Wm. Robins*, Stone, Staffordshire, ironmonger, July 6 at 1, Vine Inn, Stafford, and. ac.; at 2, div.—*Richd. C. Squibb*, East Cowes, Isle of Wight, Southampton, rope maker, July 18 at 12, Fountain Inn, Cowes, and. ac.; at 1, div.—*James Hunsybus*, Cambridge, ironmonger, July 8 at 1, Hoop Hotel, Cambridge, and. ac. and div.—*John Schofield* and *Benj. Schofield*, Honley, Almondsbury, Yorkshire, clothiers, July 8 at 12, White Swan Inn, Huddersfield, and. ac.; at 1, div.—*Francis Wm. Hartley*, Halifax, Yorkshire, chemist, July 15 at 9, White Lion Inn, Halifax, and. ac.; at 10, div.—*Jonathan Nash* and *Robert Lucas Nash*, Bristol, brewers, July 19 at 2, Commercial-rooms, Bristol, and. ac.; at 12, div.—*Timothy Bourne*, Liverpool, cotton-broker, July 12 at 2, Clarendon-rooms, Liverpool, div.

#### CERTIFICATES TO BE ALLOWED.

*Unless shewn to the contrary, on or before July 5.*  
*Adam Walker*, Liverpool, drysalter.—*Simon Woods*, Lower Thames-street, City of London, licensed victualler.—*James Chalmer*, Chester, leather-seller.—*Mary Redfern*, *Wm. Redfern*, and *Joel Redfern*, Birtin-house, Ecclesfield, Yorkshire, file manufacturers.—*Wm. Johnson*, Birmingham, ironmonger.—*Samuel Nichols*, Birmingham, gold pencil-case maker.—*Ed. Mallan*, Great Russell-street, Bloomsbury, dentist.—*Jas. Wm. Thomas*, New Corn Exchange, Mark-lane, and Strood, near Rochester, Kent, corn merchant.—*Thomas Lacy*, Stansfield, Halifax, Yorkshire, cotton-spinner.—*George Craddock*, Stockton-on-Tees, Durham, patent sail-cloth manufacturer.—*Henry Rogers*, Finch-lane, Cornhill, wine-merchant.—*Mary Parkes*, Golden-square, printseller.—*Geo. Jenne*, Hoxton Old Town, and Cumming-street, Pentonville, patent waterproof polished and enamelled leather manufacturer.—*Samuel Lane*, Britannia Tavern and Saloon, Hoxton Old-town, Old-street-road, victualler.

#### FIAT ANNULLED.

*Chas. Nicholls*, Shrewsbury, Shropshire, flannel merchant.

#### PARTNERSHIP DISSOLVED.

*John Carter*, *Francis Carter*, and *James Kerr*, Coventry, and Oldbury, Shropshire, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Begg, Brothers*, and Co., Dundee, grocers.—*Jas. Graham*, Butey-place, Rothesay, deceased.—*W. Struthers*, deceased, Glasgow, merchant.—*William Stevenson*, Glasgow, wright.—*A. Vallance* and Co., Glasgow, printers.—*Saunders, Laing*, and Co., Dundee, merchants.—*David Spence*, Perth, shoemaker.—*John Sutherland*, Edinburgh, bookseller.

#### INSOLVENT DEBTORS.

*Saturday, June 11, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-in-fields, on giving the Number of the Case.*

*Wm. Whicker*, Chichester, Sussex, attorney at law, No. 45,844 C.; *John Lush White*, sole assignee, *Arthur Gray*, removed.—*Jas. Cos*, Sunbury, Middlesex, painter, No. 19,242 T.; *James Stone*, assignee.—*Wm. Davis*, Strand, tailor, No. 52,735 T.; *Benjamin Rowe*, assignee.—*Robt. Boucher*, Hill's cottage, Barnet, clerk in her Majesty's Navy, No. 52,966 T.; *Wm. Overton*, assignee.—*James Richardson*, Henry-street, Vauxhall, land surveyor, No. 53,131 T.; *William Jones*, assignee.—*John George Gibbons*, Bunhill-row, assistant to a chemist, No. 53,181 T.; *Henry Harris Browning*, assignee.—*John Widdowson*, Northampton, tea-dealer, No. 59,434 C.; *Wm. George Harrison*, assignee.—*Thomas Thomas*, Dudley, Worcestershire, boot maker, No. 59,392 C.; *Thomas Steedman* and *George Skinner Cox*, assignees.—*Thos. D. Thompson*, Wellingborough, Northamptonshire, tea-dealer, No. 58,618 C.; *James Thompson*, assignee.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, July 5 at 9.*

*Hen. Thomas*, Spring-pl., Wandsworth-rd., Surrey, baker.—*Susanna Poole*, Vaughan-terr., City-road, out of business.—*John Miniken*, Great Russell-st., Covent-garden, coffee-house keeper.—*Henry Rust*, Edgeware, grocer.—*Fred. Wilhelm Kamweller*, College-st., Brompton, following no business.—*Thomas Park*, Great Russell-street, Bloomsbury, and Throgmorton-st., wine merchant.—*John Richards*, George-yard, Lombard-street, and Grove-villa, Grove-road, North Brixton, Surrey, metal broker.—*John Higgins*, Pleasant-pl., Broad-walk, Blackfriars-road, Surrey, millwright.—*John E. Brook*,

Grange-road, Brompton, Surrey, out of business.—*James Glass*, Dockhead, Brompton, Surrey, hair cutter.—*J. Jones*, Park-st., Camden-town, cheesemonger.—*Wm. Ager*, Brook-st., Holborn, shoe agent.

*Court-house, BRECON, (County), July 5 at 10.*

*Peter Jones*, Llangynog, out of business.—*Edm. Williams*, Cefuddwynanut, Llangynider, Haulier, beer-house keeper.—*Thos. Jones*, Walton, blacksmith.—*Sam. Watkins*, Penygare, St. Michael, Cwrddic, farmer.

*Court-house, MOOT-HALL, NEWCASTLE-UPON-TYNE, North-umberland, July 6 at 10.*

*John Angus*, North Shields, out of business.—*J. Turnbull*, Little Benton, footman.—*The Rev. Isaac Housby*, Denwick, Alnwick, clerk.—*William Housby*, Denwick, near Alnwick, farmer.—*Wm. Scott*, Kelham, near Wooler, agricultural labourer.—*Wm. Chapman*, North Shields, wine merchant.—*Rob. Reay*, Morpeth, out of employment.

*Court-house, NEWCASTLE-UPON-TYNE, (County), July 6 at 10.*

*Solomon Morres*, Great Market, Newcastle-upon-Tyne, clothes salesman.—*J. Kinlock*, Newcastle-upon-Tyne, dancing master.—*Thos. Price*, Gateshead, Durham, glass warehouse assistant.—*Jas. M. Dougall*, Newcastle, shoe-maker.—*Joseph W. Cuthbertson*, Newcastle-upon-Tyne, upholsterer.—*Daniel Mooney*, Gateshead, Durham, steam-vessel engineman.—*Geo. Metcalf*, Gateshead, Durham, pipe maker.—*Jane Moss*, Newcastle-upon-Tyne, out of business.—*Wm. Murray*, Newcastle-upon-Tyne, master of the brig Eliza.—*Thos. Alderson*, Newcastle-upon-Tyne, out of business.—*Wm. Crawford*, Spittal Tongues, Newcastle-upon-Tyne, farmer.—*John Dry*, Gateshead, Durham, cartman.—*Wm. Nicholson*, Newbourn, North-umberland, labourer.—*Eug. Macarthy*, Newcastle, comedian.—*Jos. Hodgson*, Newcastle-upon-Tyne, out of business.—*J. Stevenson*, Newcastle-upon-Tyne, publican.—*J. Muir*, Newcastle-upon-Tyne, out of business.—*Rob. Ellis*, Newcastle-upon-Tyne, ship master.

*Court-house, MAIDSTONE, Kent, July 7 at 10.*

*Geo. E. Cockedge*, Frindsbury, near Rochester, lieutenant in her Majesty's Royal Navy on half-pay.—*Jas. Page*, Maidstone, attorney's clerk.—*Rob. Davey*, Braisted, Seven Oaks, brewer.—*Wm. Hen. Webb*, Maidstone, coast officer of the Customs in the port of Rochester.—*Thomas Krerouse*, Maidstone, horse dealer.—*J. Tbovey*, Edinbridge, near Tonbridge, Westerham, sub-contractor on the South Eastern Railway.—*Quintin B. Hair*, Bruton-st., London, Maidstone, and Tonbridge Wells, surgeon dentist.—*Arthur Downton*, Dartford, printer.—*Wm. Blandford*, Woolwich, labourer.—*John Steer*, Riverhead, victualler.—*T. Standen*, Goudhurst, corn jobber.—*Charles Sherman*, Lewisham, milkman.—*William Collins*, Warehorn, near Ashford, labourer.—*Geo. Wm. Ladd*, Canterbury, boot maker.—*Simon Natal Arrigoni*, Gravesend, out of business.—*Thos. Quiller*, Rochester, coach proprietor.—*Edw. Man*, Herne, out of business.—*Hyde Mathis Browne*, Chatham, seaman.—*Wm. Creasy*, Tonbridge Wells, butcher.—*W. Bennett*, Tonbridge, retailer of beer.—*Wm. Cole*, Sheerness, Isle of Sheppey, butcher.—*John Thompson*, Ashford, school-master.—*John Fagg*, Wareham, near Ashford, out of business.—*James Field*, Ash, near Sandwich, collar maker.—*William Humphrey*, Brenchley, labourer.—*John Skerratt*, Westerham, straw-bonnet maker.—*John C. Dreyheller*, Rochester, master of the Nelson schooner.—*Geo. R. Fraser*, Military Hospital, Fort Pitt, Chatham, assistant surgeon.—*J. Parry*, Bromley, out of business.—*John Quesled*, Loose, near Maidstone, surveyor.—*Wm. Jeffery*, Penshurst, near Tonbridge, retailer of beer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John M. Jowett*, Lancaster, draper, June 15, Baldwin's, Lancaster: 6s. 11d. in the pound.—*John Williams*, Watton, Brecknockshire, tailor, June 11, Thomas's, Brecon: 2s. 1½d. in the pound.—*James Clinton*, Beeston-hill, Shropshire, and Wolverhampton, Staffordshire, cordwainer, June 11, Loxdale and Peele's, Shrewsbury: 7s. in the pound.—*Giles Grist*, Kingston-on-Thames, grocer, June 15, Harris's, 44, Broad-street, Cheapside: 2s. 1½d. in the pound.

#### MEETINGS.

*Charles Ware*, Northfleet, Kent, butcher, June 30 at 12, Southgate's, King-st., Gravesend, sp. aff.—*Thomas Brookes*, Beansall, Warwickshire, common carrier, July 6 at 11, Lane, jun.'s, Stratford-upon-Avon; sp. aff.

FRIDAY, JUNE 17.

## DECLARATION OF INSOLVENCY.

EDWARD HILTON and NATHANIEL WALSH, Manchester, and Over Darwen, Lancashire, paper manufacturers.

## BANKRUPTS.

JAMES HOPKINS, Leighton Buzzard, Bedfordshire, butcher, June 24 and July 29 at 2, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Stevens & Co., 6, Queen-street, Cheapside.—Fiat dated June 10.

JAMES TOMLIN and WILLIAM MAN, St. Michael's-alley, Cornhill, merchants and ship owners, June 28 at 1, and July 29 at half-past 1, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Ellis, 2, Cowper's-court, Cornhill.—Fiat dated June 13.

HENRY ENGLISH, New Broad-street, printer and publisher, June 24 and July 29 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Meggy, Great Tower-street.—Fiat dated June 14.

JOHN STEGGALL, Guildford-street, bookseller and publisher, and boarding housekeeper, June 28 at half-past 11, and July 29 at 12, Court of Bankruptcy: Off. Ass. Gibson; Sol. Norcutt, 34, Queen-square, Bloomsbury.—Fiat dated June 16.

JAMES ALFRED WEBB and DAVID WEBB, Great Marlow, Buckinghamshire, farmers, blacksmiths, wheelwrights, agricultural implement makers, horse and cattle dealers, and persons letting out goods for hire, June 24 and July 29 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sol. Waller, jun., 24, Finsbury-circus.—Fiat dated June 14.

JOHN BRETTARGH, Pendleton, near Manchester, timber and coal-dealer, June 20 and July 19 at 10, Commissioners'-rooms, Manchester: Sols. Foster, Manchester; Nethersole, Essex-street, Strand.—Fiat dated May 28.

JOSHUA CUTELL, Holmfirth, Yorkshire, clothier and cloth manufacturer, July 1 at 2, and July 29 at 10, George Hotel, Huddersfield, Yorkshire: Sols. Cornthwaite, Liverpool; Cornthwaite, Dean's-court, Doctors'-commons.—Fiat dated June 13.

ROBERT ROBERTS, Newtown, Montgomeryshire, grocer and tea-dealer, July 8 and 29 at 11, Oak Inn, Welshpool: Sols. Drew & Woosman, Newtown, Montgomeryshire: Week's, Cook's-court, Lincoln's-inn.—Fiat dated May 23.

WILLIAM SMITH, Leeds, Yorkshire, dealer and chapman, June 28 at 4, and July 29 at 10, Commissioners'-rooms, Leeds: Sols. Foden, Leeds; Wagstaff & Co., Warrington; Sharpe & Co., 41, Bedford-row.—Fiat dated May 23.

JOSEPH BRADBURY and RALPH BRADBURY, Green-acres-moor, Oldham, Lancashire, cotton-spinners, July 4 at 10, and July 29 at 12, Commissioners'-rooms, Manchester: Sols. J. and W. Heron, Manchester; Johnson & Co., Temple.—Fiat dated June 11.

ROBERT INSOLL, Brighton, Sussex, coach maker, June 24 and July 29 at 1, Town-hall, Brighton: Sol. Williams, 31, Alfred-place, Bedford-square.—Fiat dated June 15.

## MEETINGS.

Thomas Marshall, Somers'-place West, New-road, Saint Pancras, licensed victualler, June 29 at 12, Court of Bankruptcy, pr. d.—Wm. Ridge, Chas. Ridge, and Wm. Newland, Chichester, Sussex, bankers, July 1 at 1, Dolphin Inn, Chichester, pr. d.—Hen. Heap, Leeds, Yorkshire, silk-dyer, June 28 at 10, Commissioners'-rooms, Leeds, ch. ass.—Stephen Hobday, Woolwich, Kent, tallow-chandler, July 1 at half-past 11, Court of Bankruptcy, last ex.—John Dawson, Tudeley, and Wm. Dawson, Tonbridge, Kent, contractors, June 27 at 1, Court of Bankruptcy, last ex.—George Booth, Princes-st., Lambeth, Surrey, lime-burner, June 28 at half-past 10, Court of Bankruptcy, last ex.—W. Iredale, Smith Riding, Almondsbury, Yorkshire, woollen-cloth manufacturer, July 8 at 10, George Hotel, Huddersfield, last ex.—Chas. Gatehouse, Chichester, brewer, July 7 at 1, Dolphin Hotel, Chichester, last ex.—Edmund Warne, Lisle-st., St. Anne, Westminster, carpenter, July 8 at 11, Court of Bankruptcy, aud. ac. and div.—Eliza Hayes, Pickett-street, Strand, picture-dealer, July 8 at 12, Court of Bankruptcy, aud. ac. and div.—Samuel Lewis Lazarus, Jermyn-street, St. James's, Westminster, coach proprietor, July 8 at half-past 1, Court of Bankruptcy, aud. ac.—James Cockburn, New Broad-st., merchant, July 11 at 12,

Court of Bankruptcy, aud. ac.—Wm. Holmes, Friday-street Cheapside, silk-gamse manufacturer, July 11 at 12, Court of Bankruptcy, aud. ac.—Samuel Jackson and Thomas Fred Jackson, Bermondsey-st., St. Mary Magdalen, Bermondsey, Surrey, woolstaplers, July 11 at 11, Court of Bankruptcy, aud. ac. and div.—Richard Langwell, Sherborne-lane, City of London, builder, July 9 at 1, Court of Bankruptcy, aud. ac.—Wm. Rupert Piggott, Goldsmith-street, Wood-st., carpenter-warehouseman, July 9 at 2, Court of Bankruptcy, aud. ac. and div.—Henry James Nison, Great Portland-st., Oxford-street upholsterer, July 9 at 12, Court of Bankruptcy, aud. ac. and div.—Thos. Millership, Moseley New Colliery, near Wolverhampton, Staffordshire, coal-master, July 8 at 12, Swan Hotel Wolverhampton, aud. ac.; at 1, div.—John Rose, Monk Wearmouth Shore, Durham, grocer, July 11 at 11, Thompson Arms Inn, Sunderland, aud. ac.—David Buglass, Sunderland Durham, victualler, July 11 at 1, Bridge Hotel, Sunderland, aud. ac.—T. Blayds Molyneux and P. Witherby, Liverpool, merchants, July 9 at 1, aud. ac.; at 2, div. sep. est. Percival Witherby.—Wm. Williams, Bristol, builder, July 12 at 2, Commercial-rooms, Bristol, aud. ac.—Wm. Henry Lamport, Plymouth, silversmith, July 8 at half-past 1, Court of Bankruptcy, fin. div.—John C. Lucas and Thos. Lucas, Aldersgate-street, lozenge manufacturers, July 11 at 12, Court of Bankruptcy, div.—George Stringer, sen., High-st., Islington, furnishing ironmonger, July 8 at 12, Court of Bankruptcy, fin. div.—John Cuisset, Blackfriars-road, jeweller, July 8 at 11, Court of Bankruptcy, div.—John Page, Horseferry-road, engraver, July 12 at 1, Court of Bankruptcy, div.—Lloyd Rich Beale, Marshal-st., Golden-sq., packer, July 12 at 12, Court of Bankruptcy, div.—James Field and Wm. Field, Mincing-lane, brokers, July 8 at 2, Court of Bankruptcy, div.—Wm. Jos. Duckham, Little Love-lane, Wood-st., Cheapside, bookseller, July 12 at 11, Court of Bankruptcy, div.—Thos. Hill, jun., and Wm. Brookes, St. Mary Axe, merchants, July 8 at 1, Court of Bankruptcy, div.—Wm. Morris, Long-lane, Bermondsey, leather dresser, July 11 at 11, Court of Bankruptcy, div.—Chas. Boyd, sen., Victoria-house, Kensington Gravel-pits, and Custom-house, Thames-st., picture dealer, July 12 at 2, Court of Bankruptcy, div.—John Bowser, Milton-st., Dorset-sq., and Preston-lodge, Larkhall-lane, Clapham, timber merchant, July 8 at 12, Court of Bankruptcy, div.—Wm. Hitchcock, Regent-street, linen draper, July 8 at 1, Court of Bankruptcy, div.—Jos. Maddox and Geo. Blenkarn, Walling-st., warehousemen, July 8 at 12, Court of Bankruptcy, fin. div. sep. est. of J. Maddox.—E. S. Webster, Birmingham, draper, July 9 at 1, Waterloo-rooms, Birmingham, aud. ac. and div.—Rob. P. Busk, Hunslet, Leeds, Yorkshire, machine maker, July 8 at 12, Commissioners'-rooms, Leeds, aud. ac.; at 1, fin. div.—John Rob. Berry, Cambridge, wine merchant, July 11 at 11, Hoop Hotel, Cambridge, aud. ac.; at 12, div.—T. Clett, Worcester, victualler, July 21 at 11, Creswell's, Worcester, aud. ac.; at 12, div.—W. Looney, Whitehaven, Cumberland, cooper, July 13 at 12, Black Lion Inn, Whitehaven, aud. ac.; at 1, div.—Thos. Peters, Cambridge, tailor, July 8 at 11, Bull Inn, Cambridge, aud. ac.; at 12, div.—Amos Buckley, Newton-moor, Chester, grocer, July 15 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—James Cole, Northampton, woolstapler, July 15 at 11, George Inn, Kettering, aud. ac.; at 12, div.—John Derbyshire and Sam. Pope, Manchester and Clayton-bridge, Lancashire, and City of London, calico printers, July 28 at 10, Commissioners'-rooms, Manchester, div.—Jas. H. Heron, J. S. Heron, Jas. K. Heron, and Arthur Heron, Manchester and Wigan, cotton spinners, July 12 at 11, Commissioners'-rooms, Manchester, div. sep. est. of John S. Heron.—Peter Walker, Hindley, Lancashire, cotton spinner, July 12 at 11, Town-hall, Preston, pr. d. and div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before July 8.

Philip Butler, Leamington Priors, Warwickshire, butcher.—Henry C. Churchyard, Halifax, Yorkshire, woolstapler.—Wm. Halliday, Liverpool, innkeeper.—S. Lees, Manchester, eating-house keeper.—William Brain, Machen, near Riesa, Monmouthshire, general shopkeeper.—Jas. Peary, St. John-st., St. Sepulchre, leather and shoe seller.

## FIATS ANNULLED.

Jas. Roberts, Berwick-st., Soho, licensed victualler.—Geo. Hibbert, jun., Chesterfield, Derbyshire, pawnbroker.—Wm. Headland, Louth, Lincolnshire, tailor.

## SOURCE SEQUESTRATIONS.

Wm. Muir, Perth, wright.—*Dev. Martin and Co.*, Glasgow, manufacturers.—*Jas. Daniel*, Aberdeen, printer.—*A. Milloy and John Milroy*, North Knapdale, Argyshire, graziers.—

## INSOLVENT DEBTORS' DIVIDENDS.

*Charles James*, Cambridge, gentleman: 20s. in the pound.—*John Crockett*, Royal Naval-hospital, East Stonehouse, Devonshire, surgeon: 2s. 10½d. in the pound.—*George Chibber*, Halesworth, Suffolk, chemist: 4s. 6½d. in the pound.—*John Hastings*, Hingham, Norfolk, printer: 3s. in the pound.—*T. Bradshaw*, Cottingham, Northamptonshire, farmer: 5s. (instead of 3s. as advertised on Feb. 8) in the pound.—*J. Peacock*, Middlesborough, Yorkshire, plumber: 1s. 5½d. in the pound.—*John Storey*, Newcastle-upon-Tyne, schoolmaster: 1s. 2½d. in the pound.—*Samuel Jones*, Manchester, victualler: 1s. 1½d. in the pound.—*George White*, Leeds, grocer: 2s. 1d.

in the pound.—*Thomas Deane*, Greenwich, clerk in the Admiralty Office: 8s. in the pound.

*Application at the Provisional Assignee's Office, Portugal-st., Lincoln's-inn-fields, between the hours of 10 and 1.*

*James Stevens*, Wellington-st., Goswell-st., watch engraver, June 22, Miller & Fallows's, Piccadilly: 8s. 7d. in the pound.—*William Tinker*, jun., Leasness-heath, near Earith, Kent, wheelwright, June 25, Holmer's, Bridge-st., Southwark: 2s. 8d. in the pound.—*Thos. Gowar and W. D. Gowar*, Blackheath-road, coach builders, June 25, Hopkins's, Deptford: 3s. 11d. in the pound.

## MEETING.

*Thomas Ford*, Rawstorne-st., Clerkenwell, gentleman, July 4 at 11, Court-house, Portugal-st., Lincoln's-inn-fields, pr. d. [We have been obliged to omit some of the Country Insolvents, they will be given in our next number.]

## IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

FOR the convenience of persons in the Western and Central Districts of London, and particularly of Gentlemen connected with the Law, THE LONDON, EDINBURGH, AND DUBLIN LIFE ASSURANCE COMPANY have opened a Branch Office at 55, Chancery-lane, where Prospectuses, Forms of Proposals, and every other information connected with the business of the Company, may be procured; and where Examinations of Parties whose Lives are proposed for Assurance may be taken, and Policies effected, as at the Chief Office of the Company, in Charlotte-row, Mansion-house.

Your attention is solicited to some of the distinguishing features of this Company, which have been introduced after mature deliberation, and which will be most conveniently pointed out by referring to Policies, as Money Transaction and Family Provision Policies.

**MONEY TRANSACTION POLICIES.**—Your professional experience and acquaintance with the records of the Courts of Law and Equity, must have convinced you that considerable changes were required in the practice and rules of Life Offices, to render this class of Policies valid and unimpeachable documents of security, which no unforeseen circumstances or future accidents could invalidate. This Company has endeavoured, and they think successfully, to render their Policies as indefeasible and negotiable securities as is possible, consistently with a due regard to the safety of the contracting parties; and to effect this object the Company has introduced the following clause into their Deed of Settlement:—

CLAUSE 78.—"That every Policy issued by the Company shall be indefeasible and indisputable, and the fact of the issuing of the same shall be conclusive evidence of its validity; and it shall not be lawful for the Company to delay payment of the money assured thereby, on the ground of any error, mistake or omission, however important, made by or on the part of the person or persons effecting the same; and that, on the contrary, the amount receivable under the same shall be paid at the time stipulated by the Policy, to the person entitled thereto, as if no such error, mistake or omission had been made or discovered, unless the Policy shall have been obtained by fraudulent misrepresentation."

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In order to provide against the defeat of a Policy in the hands of a CREDITOR, by the DEBTOR, whose Life is Assured leaving the country, and going beyond the prescribed limits, the Company grant WHOLE WORLD POLICIES, whereby, on condition of receiving an extra premium, varying in amount according to the circumstances of the case, but fixed and determined at the time of issuing the Policy, the debtor, on whose Life an Assurance has been effected, is entitled to go to or reside in any part of the world, without invalidating the Assurance.

To enable a party to effect an Assurance at the LEAST POSSIBLE EXPENSE, and to entitle him to discontinue it at a less sacrifice than by any other plan, a seven years' Half-premium system has been introduced; and, upon comparing the following scale with any other which has been devised for reducing present payments, it will be seen how much more economically a loan transaction can be fortified by this kind of Policy than by any other. The Half-premium system possesses a further advantage over temporary Assurances, or those for a Term of Years, from the Assured having the option of continuing for Life the Policy which he may have procured for a mere temporary purpose.

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Age 15.			Age 20.			Age 25.			Age 30.			Age 40.			Age 45.			Age 50.			Age 54.		
£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
0	16	1	0	18	0	1	0	7	1	3	7	1	11	5	1	16	6	2	3	9	2	12	5

THE COMMISSION allowed to Attorneys is 10l. per cent. upon the first, and 5l. per cent. upon all future premiums; and the Commission continues to be payable to the Attorney, who completed the Assurance with the Company, although the future premiums may be paid by others.

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# The Jurist

No. 285.

LONDON, JUNE 25, 1842.

PRICE 1s.

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LONDON, JUNE 25, 1842.

A REPORT has just been published by one of the learned reporters in the Court of Queen's Bench, of the very important decision in "*The Queen v. The South-Western Railway Company*.\*" The question in dispute was the mode of assessing to the poor-rate a Railway Company, in occupation of its own railway, as carriers thereon;—whether the rate should be levied with reference to the rent, which, calculating it on the basis of the net annual value obtained from the statement of the tolls, it might be assumed that a tenant would give for the lease of the tolls only; or with reference to the rent, which, calculating it on the basis of the net annual value derived by the Company from the use of the railway for carrying passengers &c., it must be assumed that a tenant would give for the use of the railway, both as to the tolls and for the purpose of carrying on business on it as a carrier, finding power, carriages, &c. The decision of the Court is in favour of taking the latter mode of estimating the rent as the basis of the assessment. The decision therefore takes this ground, that the profit made by a Railway Company by the use of its land, buildings, and machinery, not merely as owners of the land, and of the right of taking toll, but as traders carrying on a business by the use of the land, the buildings, and the machinery, is to be, for the purpose of ascertaining the rent on which the poor-rate is to be assessed, the measure of the annual value of the Company's property in the railway. A doctrine which seems very much like saying, that, in determining the imaginary rent on which the poor-rate is to be assessed, one element of the calculation is to be the value of the goodwill of the Company's business, and the profit due

to their skill and exertion in the carrying on of such business.

It is stated in the preface to the report of *The Queen v. The South-Western Railway Company*, that it is understood the Company would gladly take the opinion of a Court of Error upon the decision; but that, from the mode in which the question arose, (a case from the quarter sessions), it is impossible for them to do so.

Affecting as it does property of immense extent, and in a way which, however consistent it may be with authority and legal reasoning, is not very consistent with the modern principles of trade, it is not indeed likely that the general principle laid down in the case of *The Queen v. The South-Western Railway Company* will be acquiesced in without some further judicial investigation. And we therefore venture to offer some comments upon it, notwithstanding the weight unquestionably due to it as the decision of the whole court, in a case fully argued by some of the most able men at the bar.

In stating above what we conceive to be the practical principle laid down by this case, we wish not to be understood as meaning to say, that the Court affected to proceed on that principle, but only that the principle appears to us to be substantially contained in and inseparable from the decision. The Court itself appears to have put its judgment on this—that the trade of a Railway Company carrying on its own line, being inseparably connected with their buildings and lands; being a trade which could have no existence without the buildings and lands; but for which the buildings would not have been erected or occupied; and for the sake of which, in a great measure, the lands are themselves occupied in a particular manner;—the profits of the trade affect the value of the lands and buildings with regard to the rent obtainable, and, therefore, they ought to be taken into account in estimating the rent on which the rate is to be assessed. (See pp. 21 et seq.)

In following out this view, the Court took notice of

\* Report of the case of *The Queen v. The South-Western Railway Company*, decided in the Court of Queen's Bench, June 4, 1842. By C. J. Gale, Esq., Barrister at Law. [S. Sweet.

two cases in particular, which it appeared to consider as similar in their elements to the case of the Railway Company.

The first was *The King v. St. Nicholas*, (Cald. 262), in which a steelyard, part of a machine in a street leading by a house, was in the house; and sums were paid by persons for weighing their waggons and carts; but those persons were not obliged so to weigh them. The profits arising from the use of the steelyard and weighing-machine were included in the rate of the house, on this ground, according to Lord Mansfield, that "the principal purpose of the house was for weighing; the steelyard was the most valuable part of the house." And Willes, J., put this case: "If a billiard-table stand in a house, and the house should, in respect of such table, let at a higher sum, it is ratable while the table continues there, and it is so let at the advanced rent."

The second case is *The King v. Bradford*, (4 M. & S. 317), in which the Court held, that the rent of a house having a licence to sell liquors to the occupants of a barrack, being increased in value by reason of the licence enabling the occupier to earn profits by his trade, the increase so due to the profits of the trade must be taken into account in assessing the poor's rate.

On the first of these cases, it is to be observed, that the decision proceeded on the ground, that the engine, from the use of which profit was derived, was part of the house. It was annexed to it, let with it, and constituted as much part of that, for the use of which rent, in the strictest sense of the term "rent," would be paid, as a stable or other subordinate building attached to a dwelling-house forms part of it, and enters into the composition of its rent. And the case put by Willes, J., is open to precisely the same observation. In the second case, (*The King v. Bradford*), the nature of the circumstances seems this—that there was a house, which quā house merely would have been worth a given rent. The vicinity of a barrack simply, would not have increased the value of that rent, neither would the mere presence of the occupants of the barrack. But a licence being given to sell in that house liquors, then its value became increased, because it became the instrument of a lucrative trade. The ground therefore of the increased value in that case was not anything depending on the application of skill or capital by the occupant of the house, but the circumstance of there being annexed to the enjoyment of the house a licence to carry on a certain trade. Now, if we compare the circumstances of these cases with those of a Railway Company, we apprehend that we shall find very considerable practical differences. In the case of the Railway Company, the profits made by the carrying trade of the proprietors do not arise by virtue of the mere possession of the lands or buildings, or of any special and exclusive licence or power in them to carry on that trade, but by virtue of the proprietors bringing on the railroad locomotive and other machinery, and conducting by the application of personal skill and capital the business of conveying passengers and goods. The mere existence of the land, the rails, the stations, and buildings, would not and could not of itself bring carrying trade to the proprietors, but only profit by way of tolls paid by other carriers; and their profits as carriers are

wholly irrespective of the circumstance of their being also owners of the road, whereas in the two cases referred to, of the weighing-engine and canteen, the profit depended principally if not entirely on the ownership or exclusive enjoyment of the weighing-engine and the licence to sell liquors.

The result of these differences between the nature of the circumstances in the case of a Railway Company carrying on its own line, and in cases of the character of those relied upon by the Court in *Reg. v. The South Western Railway Company*, may not be sufficient to meet the legal reasoning on which that case has been decided. But it is sufficient to shew how very different will be the effect of such a decision upon trading operations in regard to a Railway Company, and in regard to the other class of cases. In the latter, the principle of rating according to the estimated increase of rents depending on the use of a particular adjunct to the premises, goes only to abstract from the occupant the excess of profit which he would otherwise reap, not from his own application of capital and skill, but from the fortuitous presence of a particular qualification to his house. But this principle, as laid down and applied in *Reg. v. The South-Western Railway Company*, mixes together the profits derivable from tolls which grow purely and simply out of the railway, quā railway, with the profits derivable from the carrying trade, in respect of which it must always be difficult to say what portion of them is due to the mere fact of the railway affording facility for carrying on the particular trade of conveying goods and passengers, and what portion of them arises out of the skill and energy and capital of the proprietors. And it has in consequence this effect—that the rating to the relief of the poor will increase directly as the trade of the Company increases. In other words, the exertion of greater skill and the application of greater capital will be rewarded by an increase of burthen. The Court appears to have considered itself throughout pressed by the difficulty of separating, where a Company is itself the carrier on its own line, the profits due to the tolls from the profits arising out of the payments for transit; "If, said the Court, (alluding to the observation of Lord Ellenborough in *The King v. Bradford*), we deal with this case in the same sensible and just way, we shall be at no loss to see that to break up this entire line into parochial portions, and then in imagination sever all and each from the building which the occupiers occupy together with it, de facto exclusively and under the authority of the same statutes passed in furtherance of one great scheme; and then again in imagination to sever both from the traffic which the occupiers carry on, in, by, and throughout the whole, de facto exclusively, and for the sake of which they have made, built, and occupy the whole, is to apply the principle of the statute in form and not in substance, and so to lead to a mere evasion of its object." (p. 27). But the reasoning adopted in order to get over this difficulty appears open to an objection of a different kind, viz. that it leads to a rating of railways when the carrying trade is, as it usually is, in the hands of the proprietors, very different from what it would be if the tolls only were in the hands of the proprietors, and the trade in other hands. It is not contended, that, in the latter case, a

railway could be rated at a higher rate than that due to the profits of the tolls alone, or that the carriers could be rated in respect of their carrying. But if the proprietors and the carriers are the same persons, then the ruling is to include the profits of the trade as well as the computed profits of the tolls. It may be difficult, certainly, in contending against the decision in *Reg. v. The South-Western Railway Company*, to get over the circumstance that the right of exclusively, or even concurrently using a railway for trade, would procure in fact a higher rent than could be obtained merely for the tolls; but it seems equally difficult in support of it, to shew why, if carriers on a railway, being strangers, are not liable to a rate, carriers being also the proprietors should be so liable.

We have been asked, whether a warrant of attorney or *cognovit actionem* in ejectment, is within the stat. 1 & 2 Vict. c. 110, s. 9, so as to require attestation by the defendant's attorney. The answer we believe is, that a warrant of attorney in ejectment is valid without such attestation; but that a *cognovit actionem* in ejectment must be attested. The 9th section commences in these words: "Be it enacted, that from and after the time appointed for the commencement of this act, no warrant of attorney to confess judgment in any personal action, or *cognovit actionem*, given by any person, shall be of any force, unless &c." In applying this absurd enactment, the judges have very properly adopted a strict and literal interpretation, and have held that it extends to warrants of attorney in personal actions, and to *cognovits* generally; such being the literal import of the clause in question. (*Doe d. Kingston v. Kingston*, 6 Jur. 105; 1 Dowl. P. C., N. S. 263; *Doe d. Rees v. Howell*, 4 Jur. 1035).

## Imperial Parliament.

### HOUSE OF LORDS.

Wednesday, June 22.

The Commons' amendments to the Justices Jurisdiction Bill were agreed to.

### HOUSE OF COMMONS.

Wednesday, June 22.

The Copyright of Design Bill went through Committee pro forma, was reported with amendments, and ordered to be re-committed on Wednesday, July 6.

Thursday, June 23.

Mr. W. Patten in pursuance of notice brought under the consideration of the House the standing order which imposes on the promoters of railways the necessity of giving public notices in the months of February and March instead of October and November, the period fixed for other bills. The object of that order had been to protect landowners from an improper interference with their property, and to give due security, before railway bills were brought forward, that sufficient capital was subscribed to proceed with the plan. There was however no longer any necessity for this precaution, because men of capital were now always ready to join in these undertakings, and because the vigilance of parliament operated sufficiently to check futile speculations in railways. The order had this bad effect, that it compelled parties to make their surveys in the winter, when they could scarcely arrive at correct conclusions, instead of in the months of June and July, the most favourable months for such operations. The hon. member moved to repeal so much of the standing order as imposed on the promoters of railway bills the necessity of giving public notices in the months of February and March, instead of the months of October and November.

—Motion agreed to.

Sir J. Graham introduced a bill to encourage the establishment of District Courts and Prisons; also a bill to amend the law concerning Prisons.

## London Gazette.

TUESDAY, JUNE 21.

### BANKRUPTS.

WALTER JAMES BURGIE, Beer-lane, Tower-street, carpenter, July 1 at 12, and August 2 at half-past 2, Court of Bankruptcy: Off. ass. Alsager; Sol. Scott, St. Mildred's-court, Poultry.—Fiat dated June 20.

JOHN JAMES GRANT, Gloucester-street, Queen-square, Bloomsbury, bottle stout and ale merchant, June 28 at 1, and August 2 at 11, Court of Bankruptcy: Off. ass. Graham; Sols. Hilleary & Co., 134, Leadenhall-street.—Fiat dated June 16.

GEORGE EDMUND CARTWRIGHT, Marlow, Buckinghamshire, chemist and druggist, June 28 at 11, and Aug. 2 at 1, Court of Bankruptcy: Off. ass. Lackington; Sol. Marsden, 46, Watling-st.—Fiat dated June 13.

EDWIN TWIZELL GOUGH, Strand, patent agent, bookseller, and publisher, June 29 at 2, and August 2 at 12, Court of Bankruptcy: Off. ass. Johnson; Sol. Ashley, 9, Shoreditch.—Fiat dated June 18.

JEHU GEORGE BOURNE, Wellington-terrace, Clapham, carpenter and builder, July 1 at 11, and August 2 at 2, Court of Bankruptcy: Off. ass. Green; Sols. Gregory & Cook, 28, Swithin's-lane.—Fiat dated June 18.

JOHN HORATIO CLARK and HENRY CHARLES FARROW, King William-st., wine merchants, July 5 at 12, and Aug. 2 at 11, Court of Bankruptcy: Off. ass. Edwards; Sols. T. & G. Selby, 16, Serjeant's-inn, Fleet-st.—Fiat dated June 6.

WILLIAM MAINWARING, Dudley, Worcestershire, coal master and apothecary, July 5 and Aug. 2 at 3, Swan Hotel, Wolverhampton: Sols. Tramley, Dudley; Amory & Co., Throgmorton-st.—Fiat dated June 13.

RICHARD COCKRILL, Kirt-on-in-Lindsey, Lincolnshire, grocer and seedman, July 5 and Aug. 2 at 12, White Hart Inn, Gainsborough: Sols. Bellamy, Gainsburgh; Bell, 36, Bedford-row.—Fiat dated June 17.

PHILIP WALTERS and MORGAN LLEWELLYN, Neath, Glamorganshire, timber merchants and ship builders, July 12 and Aug. 2 at 11, Bush Inn, Swansea: Sols. Walter, Swansea; Rowland & Young, 6, White Lion-ct., Cornhill.—Fiat dated June 7.

WILLIAM BELTON, Deeping St. James, Lincolnshire, draper, June 28 and Aug. 2 at 11, Standwell's Hotel, Stamford: Sols. Atkinson & Jenkins, Peterborough.—Fiat dated June 11.

MARGARET THOMAS, Manchester, innkeeper, July 2 and Aug. 2 at 11, Commissioners'-rooms, Manchester: Sols. Heath, Manchester; Jaques & Co., 8, Ely-pl., Holborn.—Fiat dated June 17.

THOMAS PITCAIRN, Liverpool, merchant and ship owner, July 1 and Aug. 2 at 1, Clarendon-rooms, Liverpool: Sols. North & Owd, Liverpool; Low & Co., Southampton-bdgs., Chancery-lane.—Fiat dated June 15.

JOHN ORMROD, Hulme, Manchester, builder, July 2 and Aug. 2 at 12, Commissioners'-rooms, Manchester: Sols. Howarth, Manchester; Appleby, 75, Aldermanbury.—Fiat dated May 24.

JOHN SWANN, Loughborough, Leicestershire, currier, July 7 and Aug. 2 at 11, King's Head Inn, Loughborough: Sols. Cowley, Nottingham; Johnson & Co., 7, King's-bench-walk, Temple.—Fiat dated May 24.

JAMES PULMAN, Settle, Yorkshire, wine and spirit merchant, July 22 at 1, Golden Lion Inn, Settle, and Aug. 2 at 1, New Inn, Giasburn: Sols. Hodgson, Giasburn; Ross, 5, Symond's-inn, Chancery-lane.—Fiat dated May 24.

WILLIAM WATTS, King's Lynn, Norfolk, grocer, June 29 and Aug. 2 at 11, Duke's Head Inn, King's Lynn: Sols. Swatman, King's Lynn; Roy & Co., 42, Lothbury.—Fiat dated June 16.

### MEETINGS.

John Poile, Westhoathly, Sussex, dealer and chapman, July 8 at half-past 11, Court of Bankruptcy, pr. d.—John Stevens and Rob. H. Wm. Drummond, Rhodeswell-wharf, Mile-end, road contractors, July 2 at 1, Court of Bankruptcy, pr. d.—D. Whitley, Cirencester, Gloucestershire, and John Taylor, Holborn, oilman, July 7 at 11, Court of Bankruptcy, pr. d.—

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last ex.—*Edw. Thos. Murray*, Church-st., Newington, leather seller, July 7 at 1, Court of Bankruptcy, last ex.—*Thomas Arnold*, Paternoster-row, bookseller, July 1 at 12, Court of Bankruptcy, last ex.—*Henry Tull*, Chatham, Kent, draper, June 24 at 1, Court of Bankruptcy, last ex.—*Alf. Bouglival* and *J. Farrington*, Stratford, Essex, manufacturing chemists, June 28 at half past 1, Court of Bankruptcy, last ex.—*John A. Cater*, Hertford, brewer, June 28 at 12, Court of Bankruptcy, last ex.—*Robt. Adams*, Manchester, butter merchant, July 22 at 10, Commissioners'-rooms, Manchester, last ex.—*Robert Watson*, Colne, Lancashire, manufacturer of pieces, July 8 at 11, Devonshire Arms Hotel, Keighley, last ex.—*C. Page*, High-st., Nottingham-mews, Mary-le-bone, coach tyre smith, July 14 at 12, Court of Bankruptcy, and ac.—*Thomas Kitchen*, Arundel-street, Coventry-st., engraver, July 14 at half-past 2, Court of Bankruptcy, aud. ac.—*Ann Leach*, *John Leach*, and *Jas. Leach*, Brick-lane, Spitalfields, builders, July 13 at 11, Court of Bankruptcy, aud. ac.—*James Gale*, sen., and *Jas. Gale*, jun., Love-lane, Shadwell, rope makers, July 12 at 11, Court of Bankruptcy, aud. ac. and div. joint and sep. est.—*Peter Walker*, Hindley, Lancashire, cotton spinner, July 12 at 12, Town-hall, Preston, aud. ac.—*John Darbyshire* and *Sam. Pope*, Manchester, and Clayton-bridge, Lancashire, and City of London, calico printers, July 28 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Jas. Bishopp*, West-burton, Bury, Sussex, market gardener, July 18 at 11, Dolphin Hotel, Chichester, aud. ac.—*Jas. H. Heron*, *John Speir Heron*, *Jas. K. Heron*, and *Arthur Heron*, Manchester and Wigan, cotton spinners, July 12 at 12, Commissioners'-rooms, Manchester, aud. ac. sep. est. of *John S. Heron*.—*Geo. A. Thompson* and *Benj. J. Thompson*, Wyland, Northumberland, ironmasters, July 7 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—*J. Croft*, Handford, near Wilmslow, Chester, victualler, July 14 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*John Charlton* and *Lot Charlton*, Manchester, sawyers, July 15 at 1, Commissioners'-rooms, Manchester, aud. ac.—*John Parbery*, Northampton, saddler, July 12 at 12, Stag's Head Inn, Northampton, aud. ac.—*Hen. Nantes*, Warrford-court, Throgmorton-street, merchant, July 14 at 2, Court of Bankruptcy, div.—*Thomas D. Latham* and *Joseph Parry*, Devonshire-square, merchants, July 14 at 1, Court of Bankruptcy, fin. div.—*John Innes*, Earl's-court, Old Brompton, and *Charles Sharpe Bracher*, Salisbury, brewers, July 13 at 1, Court of Bankruptcy, div.—*Samuel Fletcher*, Jew's-harp-wharf, Regent's-canal-basin, coal merchant, July 13 at 2, Court of Bankruptcy, div.—*George Foley Hodgkinson*, Calcutta, East India, merchant, July 13 at 3, Court of Bankruptcy, div.—*James Cooke*, Regent-st., tailor, July 12 at 2, Court of Bankruptcy, fin. div.—*Wm. Mitchell*, Meeting-house-court, Old Jewry, merchant, July 13 at 2, Court of Bankruptcy, div.—*Henry Clark*, Fleet-st., brush manufacturer, July 14 at 11, Court of Bankruptcy, div.—*John Hall* and *Saml. Vincent*, St. Mary Axe, wholesale tea dealers, July 14 at 12, Court of Bankruptcy, div. sep. est. *J. Hall*.—*Wm. Johnson*, Birmingham, ironmonger, Oct. 28 at 2, Waterloo-rooms, Birmingham, aud. ac.; at half-past 2, div.—*Michael Marshall*, Chew Magna, Somersetshire, money scrivener, July 14 at 10, Commercial-rooms, Bristol, pr. d., aud. ac., and first and fin. div.—*Alfred Webb*, Liverpool, carpet seller, July 15 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*T. W. Wilson*, Barnsley, Yorkshire, linen manufacturer, July 12 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 10, div.—*John Stephens*, Menhe-  
noit, Cornwall, ironfounder, July 13 at 11, Royal Hotel, Plymouth, aud. ac.; at 12, first and fin. div.—*Dymoke Wells*, Friskney, Lincolnshire, merchant, July 15 at 11, George Inn, Kingston-upon-Hull, pr. d. and aud. ac.; at 12, div.—*David Thomas*, Dowlais, near Merthyr, Glamorganshire, grocer, July 22 at 12, Commercial-rooms, Bristol, div.—*John Charlton* and *Lot Charlton*, Manchester, sawyers, July 15 at 2, Commissioners'-rooms, Manchester, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before July 12.

*Thos. Seddon* and *George Seddon*, Calthorpe-place, Gray's-inn-road, upholsterers.—*Stephen Sly*, Bouverie-st., Fleet-st., and Cornwall-road; Lambeth, engraver.—*Thos. Brook*, Stour-bridge, Worcestershire, draper.—*S. J. Aldrich*, Manchester-buildings, Holloway, chemist.—*Lancelot Beck*, Bristol, broker.—*John Abbott*, Blackburn, Lancashire, cotton manufacturer.—*Joseph Taylor*, Ipswich, grocer.—*Chas. Caswall*, Woburn-

place, Russell-sq., lodging-house-keeper.—*Edw. Mullings*, Southampton, ironmonger.—*H. C. Hunt*, Old Broad-st., an Hamburgh, merchant.—*John Satterthwaite*, Cullum-street wine merchant.

#### SCOTCH SEQUESTRATIONS.

*John Neilson*, Paisley, printer.—*Douglas & Son*, Greenock watch makers.—*Wm. Greig*, Lauriston, Glasgow, cabinet maker.—*James Whittell and Company*, Perth, merchants.—*George Wilson*, Callumkill, Island of Islay, farmer.

#### INSOLVENT DEBTORS.

Saturday, June 18, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*James Thomas*, Westbury-upon-Tyne, Gloucestershire, lieutenant on half-pay, No. 35,848 C.; *Saml. Sturgis*, gent., assignee, in the room of *J. W. Newcombe* and *R. Warr*, removed.—*Samuel Bills*, Upper Thames-st., victualler, No. 53,187 T.; *Chas. Pugh*, assignee.—*Wm. Ford*, Bridge-court Cannon-st., Westminster, pill-box maker, No. 52,992 T.; *Chas. Morgan*, assignee.—*Wm. Jeffery*, Poundsbridge, and Smart's-hill, Penarth, near Tonbridge, Kent, retailer of beer, No. 59,570 C.; *Benj. Baker*, assignee.—*Wm. John Stevens*, Glasshouse-st., Goswell-st., printer, No. 53,182 T.; *James Booth*, assignee.—*John Holcroft*, Liverpool-st., Bishopsgate-st., painter, No. 52,796 T.; *Benj. Scott*, assignee.—*George Upward*, Elizabeth-st., Hackney-road, carpenter, No. 52,048 T.; *John Nichols*, assignee.—*A. Nichols*, White Lion-st., Whitechapel, pork butcher, No. 53,266 T.; *Jos. Brown* and *J. T. Jefferies*, assignees.—*Wm. Willson*, Edmund-place, Aldersgate-st., commission agent, No. 53,219 T.; *H. Bouth*, assignee.—*J. Batty*, Melton Mowbray, Leicestershire, miller, No. 15,512 C.; *Richard Hives*, assignee.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Thursday, July 14 at 9.

*Wm. Smith*, Swan-place, Old Kent-road, timber dealer.—*Fred. Coventry*, Theobald's-road, Bloomsbury, builder.—*H. Lara*, Godfrey's-place, Austin-st., Hackney-road, dealer in guns.—*John Wilkie*, Swan-court, Bream's-buildings, Chancery-lane, copper plate printer.—*George Morgan*, Turk's-row, Chelsea, floor cloth painter.—*J. H. Folkard*, Devonshire-st., Lisson-grove, Marylebone, out of business.—*Sophia Allredie*, Tottenham-court-road, out of business.—*Edw. Wilson*, Blackfriars-road, Surrey, assistant to a chemist.—*Richard Jones*, Crispin-st., Union-st., Spitalfields, vellum binder.—*James Lightfoot*, Adam and Eve-court, Castle-st., Oxford-st., stay maker.—*Wm. Corfield*, Barnes, near Mortlake, Surrey, attorney at law.—*Saml. Elkin*, Camden-st., Locksfields, Walworth, chair manufacturer.

July 15, at the same hour and place.

*John Fountain*, Eleanor-cottage, Pooock's-fields, Islington, labourer.—*Thomas Neal*, Windsor-st., Lower-road, Islington, mill maker.—*Robt. Collins*, jun., Globe-terrace, Devonshire-st., Mile-end, out of business.—*John Freeman*, sen., Stamford-hill, carpenter.—*John Peach*, jun., Alfred-place, St. George's, Southwark, assistant to a rag merchant.—*Charles Stevens*, Berwick-st., Pimlico, out of business.—*Archibald Bennoch*, Upper Park-st., Islington, warehouseman.—*Charles Danvers*, Cecil-st., Strand, secretary to the Portsmouth and Gosport Commercial Dock Company.—*Thos. Gross*, Sun-row, Tibberton-sq., Islington, surveyor.—*John Lamont*, Manchester-st., Manchester-sq., manager to wholesale confectionary manufacturers at Guernsey.—*M. Sadleir*, High-row, Knightsbridge, embroiderer.—*Thomas Lewellyn*, Berners-mews, Middlesex-hospital, wheelwright.

Court-house, CARDIFF, Glamorganshire, July 7 at 10.

*Thos. Williams*, Cardiff, general shopkeeper.—*Rees Jones*, Kirwan Iron Works, tea dealer.—*Thomas Harris*, Merthyr Tidvil, shopman.—*John G. Bird*, Cardiff, ship agent.—*Hop. John*, Llanridian, farmer.—*Howell John*, Penllwyn Robert, Lawrhidian, farmer.—*Wm. Hunter*, Dawlins, Merthyr Tidvil, beer-house keeper.—*Thos. Harry*, Cunborn, near Cardiff, retail beer-house keeper.—*John Rosser*, Newport, Monmouthshire, tailor.—*Thos. Hanson*, Swansea, cabinet maker.—*Edw. Williams*, Strand, Swansea, publican.—*Benj. Griffiths*, Dawlins, clerk to the Dawlins Iron Company.—*J. Davies*, Dawlins, near Merthyr Tidvil, dealer in tea.—*Geo. Healey*, Bridgend, painter.—*Dav. Griffiths*, Myrtle-hill, Swansea, labourer.—*W.*

Morgan, Merthyr Tydfil, grocer.—*Llewellyn David*, Cardiff, painter.—*Watkin Williams*, Dawlais, Merthyr Tydfil, collier.

Court-house, CHELMSFORD, Essex, July 8 at 10.

*Lydia King*, Harwich, grocer.—*George King*, Southend, second lieutenant of the Royal Marine Corps.—*Wai. Garrett Royle*, Colchester, horse dealer.—*G. Lewis*, Thorpe-le-Soken, coach maker.—*Wm. Baker*, Harlow, butcher.—*Edw. Wallis*, Leaden, brick maker.—*John Rough*, Orsett, inspector of the Essex Constabulary Force.

Court-house, CARLISLE, Cumberland, July 9 at 10.

*Sam. Foden*, jun., Carlisle, out of business.—*J. Saunders*, Carlisle, draper.—*James Robinson*, Carlisle, butcher.—*James Nicholson*, Botchergate, St. Cuthbert, painter.—*Jos. Robin*, Salford, Carlisle, butcher.

Court-house, COLCHESTER, Essex, July 9 at 10.

*Wm. Minks*, Colchester, cabinet maker.

Court-house, MONMOUTH, (County), July 9 at 10.

*William Watkins*, Gwethellog, publican.—*John Bunker*, Gandyris Iron Works, near Abergavenny, publican.—*Mary Powell*, Llanithel, out of business.—*Walter Benson*, Tredegar Iron Works, assistant to general shopkeepers.—*T. Joseph*, Newport, beer retailer.—*Jane Lewis*, Blaina Iron Works, beer retailer.—*James Henderson*, Pontypool, tuscan bonnet manufacturer.—*Jervis Jones*, Llanwrethya Lower, out of business.—*Philip Williams*, Aberystwith, hallier.—*Edw. Waters*, Llanlecha Farm, Fredunnoch, solicitor.—*John Brace*, Gorlon-cottage, near Abergavenny, surgeon.—*David Ingram*, Newport, shoemaker.—*Henry Duncan*, Newport, draper.—*Wm. W. Price*, Newport, out of business.—*David Whitaker*, Newport, cabinet maker.—*Wm. Gordon*, Newport, mason.—*E. Laskford*, Aberystwith, shoemaker.

Court-house, IPSWICH, Suffolk, July 11 at 10.

*James Ferman*, jun., Ipswich, carpenter.—*Robt. Ferman*, Ipswich, carpenter.—*Joseph Abbott*, Debenham, grocer.—*W. Scopes*, Ipswich, fruiterer.—*Geo. Glading*, Ipswich, butcher.—*Joseph Beard*, Ipswich, plumber.—*Edmund Marshall*, Ipswich, butcher.—*Wm. H. Kell*, Ipswich, carpenter.—*James Bloufield*, Yaxley, near Eye, labourer.—*S. G. Frances*, Ipswich, hatter.—*Chas. Cook*, Ipswich, out of business.—*H. H. Cutting*, Ipswich, upholsterer.

Court-house, APLEBY, Westmoreland, July 11 at 10.

*Abraham Read*, Leasgill, Hoversham, shoemaker.—*Wm. Dennison*, Beetham, no business.—*Robt. Buckle*, Thrush-hall, near Brough, no business.—*Jos. Bray*, Burnside, Kendal, out of business.—*John Dellefson*, Bentthwaite-green, near Milnthorpe, publican.—*Thos. Armstrong*, Kendal, in no business.—*Thos. Richardson*, Morland, husbandman.

Court-house, GLOUCESTER, (City), July 11 at 10.

*Wm. Jenner*, Harescomb, Haresfield, butcher.—*John B. Clarke*, Gloucester, butcher.—*John Lediard*, Kingholme, out of business.

Court-house, GLOUCESTER, (County), July 11 at 10.

*Thomas Smith*, Gloucester, dealer in china.—*Jos. James*, Gooditch, Cheltenham, tailor.—*Ann Weeks*, Sheepscombe, widow, publican.—*Thomas Wilkins*, Cheltenham, baker.—*L. Arnold*, jun., Bristol, attorney at law.—*James Smith*, sen., Cheltenham, out of business.—*Wm. Hobbs*, Cowfield-mill, Ashchurch, farmer.—*R. Clapton*, Cheltenham, trunk maker.—*Chas. Maisey*, Cheltenham, retailer of beer.—*T. Roberts*, Cheltenham, tailor.—*Charles Foreman*, Cheltenham, out of business.—*Henry Rattenbury*, Cheltenham, butcher.—*Wm. Fracker*, Marstan Sicca, farmer.—*C. Matthews*, Little Deans Woodside, St. Briavels, collier.—*Henry Enoch*, Cheltenham, labourer.—*Maria Rogers*, Alstone, near Cheltenham, out of business.—*Wm. Holdbrow*, Leonard Stanley, assistant to railway contractors.—*Timothy Harris*, Little Dean's Woodside, St. Briavels, engineer.—*James Powell*, Milkwall, near Coleford, coal miner.—*James Hoare*, Drybrook, near Coleford, St. Briavels, quarryman.—*John Baynham*, Newnham, out of business.—*Caroline Grinnell*, Winchcomb, labourer.—*George Sterry*, Cheltenham, coffee-house keeper.—*Wm. Grinnell*, Gretton-field, near Winchcomb, labourer.—*John Chesterton*, Stroud, out of business.—*Wm. Newton*, Stantonway, near Westbury-on-Tyvern, stonemason.—*Henry Jeffries*, Stow-on-the-Wold, sieve maker.

Court-house, DOVER, Kent, July 21 at 10.

*Mary Martiel*, Margate, greengrocer.—*Thomas Osborne*,

Hastings, Sussex, carpenter.—*Robt. Mittell*, Rye, Sussex, butcher.—*Chris. Bartlett*, Ramsgate, mariner.—*Thos. Martin*, Trinity-place, Charing-cross, Westminster, out of business.—*John Gosling*, Dover, fisherman.—*Robt. Cull*, Ramsgate, out of business.—*Thos. Beaneey*, Hastings, Sussex, out of business.—*Robt. Down*, Hythe, carpenter.—*John Ralph*, Sandwich, out of business.

Court-house, GREAT YARMOUTH, Norfolk, July 13 at 10.

*Ambrose Lessey*, Great Yarmouth, tallow chandler.—*Eliz. Gedge*, Great Yarmouth, dealer in fish.

Court-house, LANCASTER CASTLE, Lancashire, July 13 at 10.

*John Clegg*, Rochdale, out of business.—*Thomas Shuttleworth*, Longridge, near Preston, schoolmaster.—*J. Matthews*, Bank-road, Southport, joiner.—*Geo. Burton*, New Inn, Openshaw, Manchester, out of business.—*John M. Lyons*, Liverpool, bookkeeper.—*John Simister*, Manchester, out of business.—*Jas. Crossley*, Small-bridge, near Rochdale, builder.—*Jas. Garnett*, Liverpool, merchant's clerk.—*Wm. G. Waring*, Blackpool, out of business.—*J. Shannon*, Birmingham, assistant to a fruit dealer.—*Edward Melling*, Warrington, wheelwright.—*Wm. Roper*, Warrington, weaver.—*Thos. Clegg*, Heywood, near Bury, out of business.—*John M'Fadden*, Charlton-upon-Medlock, Manchester, commission-agent.—*T. Sargeant*, Hulme, Manchester, packer and maker up.—*Robt. Stones*, Manchester, accountant's clerk.—*Jos. Sewell*, Liverpool, potato dealer.—*Isaiah Pearce*, Pendleton, near Manchester, coachman.—*John M. Burke*, Irilms-o'-th'-Height, Pendleton, near Manchester, gardener.—*Ed. Woods*, Liverpool, victualler.—*Christopher Sharp*, Cheetham, Manchester, out of business.

July 14, at the same hour and place.

*Samuel Gregory*, Manchester, pattern designer.—*James Swift*, Rochdale, out of business.—*John Hart*, Hulme, Manchester, out of business.—*Thomas Withnell*, Chorley, stonemason.—*Patrick Foreman*, Weind, Wigan, out of business.—*Christopher Hornby*, Manchester, butcher.—*David Bevan*, Liverpool, out of business.—*John Pendlebury*, Manchester, labourer.—*Wm. Wilson*, Ardwick, Manchester, dealer in hemp and shoe-thread.—*Jas. Heifor*, Manchester, hair-dresser.—*John Harrison*, Liverpool, master of the schooner Harkaway.—*Samuel Hardy*, Didbury, near Manchester, blacksmith.—*Thomas James*, Manchester, victualler.—*Thomas Livingston*, Standishgate, Wigan, out of business.—*Wm. Duxbury*, Manchester, labourer.—*Alex. M. Robinson*, Liverpool, licensed victualler.—*Stephen Stone*, New-hall, near Colne, farmer.—*Jas. Hayes*, Collyhurst, Manchester, commission-agent.—*Jas. Park*, Hulme, Manchester, out of business.—*Eli Howard*, Manchester, drysalter.—*Ed. Barrow*, Liverpool, out of business.—*Mary Alston*, Ribchester, out of business.—*Jas. Horgan*, Liverpool, out of business.—*Emanuel Walmsley*, Rividge, Four-lane-ends, near Blackburn, out of business.—*Richard Sharples*, Lower Darwen, near Blackburn, labourer.—*John Lowden*, Liverpool, out of business.

Court-house, CANTERBURY, July 12 at 10.

*John Jennings*, Canterbury, Kent, coal-merchant.

Court-house, NORWICH CASTLE, Norfolk, July 14 at 10.

*Wm. G. Buitolph*, Wymondham, out of business.—*Wm. Eastoe*, East Dereham, cabinet maker.—*Samuel Parsley*, Attleborough, farmer.—*Saml. Bowles*, Attleburgh, farmer.—*Edwin E. Laddy*, Great Yarmouth, shopman to a wine-merchant.—*Charles Goldspink*, Attleburgh, licensed horse-dealer.—*John F. Pyle*, Plumstead, near Holt, out of business.—*John Wm. Harmer*, Snettisham, stone-mason.—*Wm. S. Catchpole*, Denes, Great Yarmouth, attorney at law.

Court-house, NORWICH, (City), July 14 at 10.

*Jas. Manthorpe*, St. Julian, Norwich, coal-dealer.—*Saml. Daynes*, St. Edmund, Norwich, printer.—*Isaac Robt. Loose*, Great Yarmouth, cap manufacturer.—*Seymour Jewell*, Hackford, next Reepham, farrier.—*William Newton*, St. Andrew, Norwich, fruiterer.—*Thos. Hipper*, jun., Costessy, near Norwich, butcher.—*Robt. Holmes*, St. Paul, Norwich, baker.—*Thomas Randle*, Norwich, shoemaker.—*Benjamin Boardman*, Norwich, out of business.—*James Mitchell*, Norwich, cabinet maker.—*Richd. Warner*, Beccles, Suffolk, publican.—*Fredk. G. Martin*, Norwich, livery-stable keeper.—*J. Thos. Guyton*, Lakenham, Norwich, out of business.—*John Cheverton*, All Saints-green, Norwich, hackney-coachman.—*William Tivney*, jun., King's Lynn, law-stationer.—*Jas. Drans*, St. Stephens,



Norwich, land surveyor.—*Theo. Wm. Brady*, Loddon, Norfolk, out of business.

#### Court-house, BRISTOL, July 14 at 10.

*Jos. Bullock*, St. John's-bridge, out of business.—*Robert Veale*, Lewin's Mead, smith.—*Chas. Stenner*, Bedminster, sawyer.—*Harriet Knight*, sen., Bristol, out of business.—*J. Tompkins*, King's-wood-hill, near Bristol, tinman.—*Henry Hulbert*, Newgate, Bristol, cabinet turner.—*Ann M'Lean W. Gyles*, Myrtle Villa, out of business.—*Wm. Gabb*, Berkeley, Gloucestershire, general shopkeeper.—*John Williams*, Bristol, tailor.—*N. Braddick*, jun., Baptist-mills, out of business.—*Theo. Jenkins*, jun., Bristol, sawyer.—*Thomas Hooper*, Bedminster, labourer.—*Wm. Seull*, Bristol, cooper.—*John Tug*, St. Philip and Jacob, cheese-hawker.—*Jas. Whalley*, Saint George's, Gloucestershire, out of business.—*William Baker*, Bristol, car-proprietor.—*John Davies*, Bristol, earthenware dealer.—*Wm. Bayntun*, Bristol, out of business.—*Wm. Jennings*, Lawrence-hill, St. Philip and Jacob, baker.—*John Powell*, Broadmead, pork-butcher.—*Isaac B. Hughes*, Durdham-down, butcher.—*John Knight*, Grove, victualler.—*John Roush*, Whittington and Cat-hill, St. Philip's, retailer of beer.—*J. Croome*, Bristol, coachman.—*Wm. Senior*, Bedminster, out of business.—*Wm. Royall*, Well's-road, Bath, out of business.—*Ed. Poole*, Bristol, French polisher.—*Arthur Cas*, Bath, serjeant in the Great Western Railway.—*Chas. Lewis*, Bristol, conductor of an omnibus.—*John Hunt*, Bristol, pork-butcher.—*Mary Fugill*, Bristol, grocer.—*J. Adams*, Alders-quay-mills, shipwright.—*Wm. Morris*, St. Philip's, collector of rents.—*John Walton*, Lewis-mount, lodging-house-keeper.—*Hugh Hart*, Bristol, railroad-contractor.—*Richard Griffiths*, Bristol, cabinet-maker.—*Geo. Davies*, Bristol, stay manufacturer.—*Hen. Shadden*, St. Philip and Jacob, clerk in the Custom-house, Bristol.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Robert Augustus Kingston*, June 20, Harrison's, Duke-st., Grosvenor-sq.: 4s. 6d. in the pound (in addition to a former of 4s. 5½d.).—*Jas. Moss*, jun., St. Stephen's, Bristol, victualler, June 25, Gillard & Flock's, Bristol: 9d. in the pound.—*Jas. Buckton*, Doctors'-commons, attorney-at-law, June 25, Pinniger & Westmacott's, 1, Gray's-inn-square: 2s. 0½d. in the pound.—*Evans Williams*, Cynhill, Myddfey, Carmarthenshire, farmer, June 25, Morgan & Evans's, Llandovery: 2d. in the pound.—*Morgan Williams*, Cynhill, Myddfey, Carmarthenshire, farmer, June 25, Morgan & Evans's, Llandovery: 5d. in the pound.

#### MEETINGS.

*John Davis*, Himley, Staffordshire, gentleman's servant, July 11 at 12, Cresswell's, Worcester, sp. aff.—*John S. Renneck*, July 11 at 12, Desborough & Young's, 6 Size-lane, City of London, sp. aff.

#### FRIDAY, JUNE 24.

##### BANKRUPTS.

**JOHN BATSTONE**, Tooley-st., Southwark, Surrey, builder, July 1 at 1, and Aug. 5 at 11, Court of Bankruptcy: Off. ass. Edwards; Sol. Teague, 5, Crown-court, Cheapside.—Fiat dated May 25.

**WALTER BILTON**, jun., Kingston-upon-Hull, wine, spirit, and porter merchant, July 6 and Aug. 5 at 11, George Inn, Kingston-upon-Hull: Sols. Galloway & Co., Hull; Hicks & Marris, 5, Gray's-inn-sq.—Fiat dated June 17.

**GEORGE GIBSON**, Liverpool, stock and share broker and commission agent, July 5 and Aug. 5 at 1, Clarendon-rooms, Liverpool: Sols. Holden & Clarke, Liverpool; Walmsley & Co., 43, Chancery-lane.—Fiat dated June 20.

**MARK ANTHONY HARTNELL**, Rodborough, Gloucestershire, common carrier, July 5 and Aug. 5 at 11, George Inn, Stroud: Sols. Winterbotham & Thomas, Tewkesbury; Baylis, Devonshire-sq.—Fiat dated June 24.

**EDWARD HILTON and NATHANIEL WALSH**, Over Darwen, Lancashire, paper makers, July 13 at 12, and Aug. 5 at 11, Commissioners'-rooms, Bolton-le-Moors: Sols. Neville & Co., Blackburn; Milne & Co., Temple.—Fiat dated June 16.

**WILLIAM GOODE**, Monmouth, draper and mercer, June 29 and Aug. 5 at 11, Beaufort Arms Hotel, Monmouth:

Sols. Galindo, Monmouth; Berkeley, 52, Lincoln's-in-fields.—Fiat dated June 15.

**PIM NEVINS**, Leeds, Yorkshire, cloth manufacturer, merchant, and dyer, July 8 at 10, and Aug. 5 at 12, Commissioners'-rooms, Leeds: Sols. Barr & Co., Leeds; Fiddle Inner Temple.—Fiat dated June 14.

**JOHN FISHER and GEORGE HENRY FISHER**, Manchester, Manchester warehousemen and merchants, July 1 at 12, and Aug. 5 at 3, Commissioners'-rooms, Manchester: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated June 16.

**SARAH LIFE**, Chorlton-upon-Medlock, Lancashire, milliner and dress maker, July 14 at 10, and Aug. 5 at 3, Commissioners'-rooms, Manchester: Sols. Bunting, Manchester Bower & Back, Chancery-lane.—Fiat dated May 24.

**JAMES SANDERSON**, Crawshaw Booth, Lancashire, cotton manufacturer, July 16 and Aug. 5 at 11, Commissioners'-rooms, Manchester: Sols. Grave, Manchester; Johnson & Co., Temple.—Fiat dated June 17.

#### MEETINGS.

*John Saunders*, *Jas. Fanner*, and *Thos. Hosier Saunders*, Basinghall-street, London, and Bradford, Wiltshire, woollen manufacturers, July 2 at 2, Court of Bankruptcy, pr. d.—*Thos. S. J. Hudson*, Wells, surgeon, Aug. 3 at 12, Mitre Inn, Wells, pr. d.—*Wm. Webb*, Northampton-terr., York-street, City-road, watch maker, July 5 at half-past 1, Court of Bankruptcy, ch. ass.—*Wm. May*, Manchester, innkeeper, July 16 at 10, Commissioners'-rooms, Manchester, ch. ass.—*Emily A. Birch*, Bedford-place, Russell-sq., lodging-house keeper, July 7 at 11, Court of Bankruptcy, last ex.—*George Ford*, Brighton, coal merchant, July 29 at 2, Town-hall, Brighton, last ex.—*Dev. Nutt*, Stratford-green, Essex, merchant, July 15 at 11, Court of Bankruptcy, aud. ac. and div.—*J. Jones*, New-road, Whitechapel-road, stationer, July 18 at 11, Court of Bankruptcy, aud. ac.—*Deane S. Walker*, Great St. Helens, London, India rubber manufacturer, July 18 at half-past 12, Court of Bankruptcy, aud. ac.; at 1, div.—*George Bishop*, St. Mary Axe, merchant, July 18 at half-past 1, Court of Bankruptcy, aud. ac.—*Wm. MacLeod*, Coleman-street-buildings, merchant, July 18 at 12, Court of Bankruptcy, aud. ac.—*R. Turvill*, Kingston-upon-Thames, baker, July 18 at 11, Court of Bankruptcy, aud. ac.—*William Charnock*, Albion-terrace, Wandsworth-road, Surrey, plumber, July 16 at 11, Court of Bankruptcy, aud. ac.—*John Watson*, Manchester, muslin manufacturer, July 18 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 10, pr. d. and div.—*J. D. Bedford*, Burton-upon-Trent, Staffordshire, brewer, July 16 at 12, George Hotel, Burton-upon-Trent, aud. ac.—*R. Phensy*, Fleet-st., bookseller and publisher, July 15 at half-past 11, Court of Bankruptcy, fin. div.—*James Cockburn*, New Broad-st., merchant, July 18 at 12, Court of Bankruptcy, div.—*J. Jones*, New-road, Whitechapel-road, stationer, July 18 at half-past 11, Court of Bankruptcy, fin. div.—*Jas. Standley*, Birmingham, brassfounder, July 26 at 2, Waterloo-rooms, Birmingham, aud. ac.; at 3, fin. div.—*Thos. F. Cosens*, Canterbury, builder, Aug. 16 at 2, Guildhall, Canterbury, aud. ac.; at 3, div.—*George Baldry*, jun., Bury St. Edmunds, Suffolk, innkeeper, July 18 at 12, Angel Inn, Bury St. Edmunds, aud. ac. and fin. div.—*J. Webb*, Birmingham, tailor, July 18 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, div.—*Rich. Buggeln* and *John Buggeln*, Liverpool, sugar refiners, July 15 at 1, Clarendon-rooms, Liverpool, fin. div.—*Aylesford Wise*, Ford House, Woborough, *Nicholas Baker*, Newton Bushel, Highwick, and *Wm. Scoble Bental*, Totness, Devonshire, bankers, July 18 and 19 at 12, div.

#### CERTIFICATES TO BE ALLOWED.

Unless Cause shown to the contrary, on or before July 15.

*James Eastwood*, Halifax, Yorkshire, innkeeper.—*John C. Carr*, Sunderland, Durham, merchant.—*Rowland C. Bourne*, Birmingham, woollen-draper.—*M. Hildick*, Walsall, Staffordshire, miller.—*Morris Schlesinger* and *Michael Samuel Schlesinger*, Basinghall-street, City of London, merchants.—*Arch. F. Mackay*, Glasgow, merchant.—*John Settle* and *A. Bentley*, Leeds, Yorkshire, flax-spinners.—*Henry Knight*, Reading, Berkshire, common brewer.—*Wm. Home King*, Hen. King, and *David King*, Old-st.-road, and Horn's-row, St. Leonard, Shoreditch, coach-builders.—*Wm. Taylor*, Great Winchester-st., City of London, merchant.—*Wm. Cooper*, Lower Shadwell, common brewer.—*George Bishop*, St. Mary Axe, merchant.—*Thos. F. Cosens*, Canterbury, builder.



## PARTNERSHIP DISSOLVED.

*Wm. Clark and Rupert Alfred Kettle*, Wolverhampton, Staffordshire, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*Alex. Reid*, Cromarty, fish-curer.—*James and D. Nichol*, Montrose, booksellers.—*Thos. and Geo. B. Allan*, Glasgow, builders.—*Jas. Stewart*, Loak, grazier.—*Chas. Hunter Stewart*, Edinburgh, commission-agent.—*David Thomson*, Dalry Mills, near Edinburgh, corn-merchant.—*Alexander Farquhar*, Perth, ironmonger.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, July 16 at 9.

*Hen. Breakwell*, Devonshire-st., Bishopsgate-st., tailor.—*Wm. Robt. Ropley*, Prujean-sq., Old Bailey, cabinet-maker.—*Saml. Atwood*, White Lion-st., Pentonville, carpenter.—*Wm. Ed. May*, Great Smith-street, and St. Ann-st., Westminster, carpenter.—*Hen. Jas. Story*, Edward-st., Portman-sq., out of business.—*Saml. West*, King-street, St. James's, ironmonger.—*Jos. Taylor*, Wharton-st., Bagnigge Wells-rd., gold beater.—*John James Fricker*, Haberdasher-st., Hoxton, vocalist.—*John Bush*, Lisson-grove North, Paddington, dealer in horses.—*Jacques Robt. Lavenue*, John-st., Oxford-street, hazy stationer.—*James Thomas*, Quadrant, Regent-street, shopman.—*John Job Jones*, Upper Southwick-street, Cambridge-terrace, Edgware-road, out of business.

July 18, at the same hour and place.

*Geo. L. Massey*, Frederick-st., Connaught-sq., Edgware-road, out of business.—*Hen. Richardson*, Croydon, Surrey, engraver.—*Mary Ann Weatherhead*, East-place, Walcot-pl., Lambeth, Surrey, general abshopkeeper.—*Wm. Hall*, Streatham, Surrey, stock-jobber.—*Isaac Hainsworth*, Power-street, Upper Saint Martin's-lane, out of business.—*Wm. Edwin Thompson*, Penton-grove, Pentonville, clerk.—*Wm. Norcott*, sen., Queen-st., Oxford-st., gun implement maker.—*Samuel Smith Noble*, Little Moorfields, and Monkwell-st., carpenter.—*Ed. Clifford*, Old Brompton, mathematical teacher.—*Jas. Green*, Seymour-place, Bryanstone-square, carpenter.—*Thos. Noble*, Francis-st., Tottenham-court-road, carver and gilder.—*Wm. F. Bannerman*, Surrey-st., Strand, purser in the West India Dock Company Service.

Court-house, MAIDSTONE, Kent, July 7 at 10.

*Geo. R. Fraser*, Chatham, assistant-surgeon of her Majesty's 57th Regiment of Foot.

Court-house, LANCASTER CASTLE, Lancashire, July 15 at 10.

*Robt. Winters*, Salford, army provisioner.—*Wm. Royston*, Hulme, Manchester, drysalter.—*Hen. Rose*, Blackburn, drysalter.—*John Cockerey*, sen., Chorlton-upon-Medlock, Manchester warehouseman.—*Jos. Mills*, Hulme, Manchester, out of business.—*Thomas Davies*, Manchester, out of business.—*Henry Heywood*, Hulme, Manchester, bookkeeper.—*George Robinson*, Manchester, grocer.—*Jas. Brown*, Liverpool, victualler.—*Ed. Gaskell*, Parr, near St. Helens, driver of a stage coach.—*John Clegg*, Manchester, victualler.—*John Beardmore*, Manchester, fishmonger.—*Richd. John Minsker*, Manchester, traveller.—*Jos. Clarkson*, Chorlton-upon-Medlock, out of business.—*Robt. Holt*, Rochdale, out of business.—*J. Nutter*, Manchester, labourer.—*Jas. Livesey*, Heywood, carrier.—*Geo. Holland*, Heston Norris, near Manchester, provision shopkeeper.—*Geo. Evans*, Liverpool, master mariner.—*Geo. Moley*, Ulverston, out of business.—*Wm. Willis*, jun., Manchester, bookseller.—*Joseph Lister*, Salford, bookkeeper.—*John Atkinson*, Manchester, victualler.

July 16, at the same hour and place.

*James Tomlinson*, Blackburn, wire shape drawer to calico printer.—*Chas. R. Rodgers*, Manchester, letter-press printer.—*Edw. Roberts*, Liverpool, coal merchant.—*Thomas Greenlee*, Over Darwen, calico printer.—*Saml. Kenworthy*, Green Acres-moor, near Oldham, cotton waste dealer.—*Peter Johnson*, Hulme, bookkeeper.—*Thos. Perry*, Heywood, out of business.—*Richard King*, Ashton-under-Lyne, assistant to a chemist.—*Jacob Gee*, Gislehurst, Birkle-cum-Bamford, near Bury, out of business.—*Key Grundy*, Bury, woollen manufacturer.—*Wm. Taylor*, Chorley, mechanic.—*Wm. Platt*, Wigan, bookkeeper.—*Charles Kenworthy*, Green Acres-moor, near Oldham, beer-seller.—*John Bamford*, Brick-bank, near Rochdale, out of business.—*Thos. Wood*, Bury, surgeon.—*Thomas Cresswell*, Bootle, near Liverpool, out of business.

*G. G. Allanson*, Manchester, out of business.—*B. C. Sothorn*, St. Helen's, out of business.—*M. R. Culverwell*, Liverpool, watch manufacturer.—*Edw. Pipe*, jun., Manchester, waiter.—*Thomas Fates*, Blackburn, out of business.—*Edm. Nuttall*, Oakenhead-wood, near Hastingden, labourer.—*John Beames*, Salford, out of business.—*Edw. Prest*, Blackburn, out of business.—*James Hibbertson*, Milton-house, near Chapel-in-le-Grith, out of business.—*Rich. Redshaw*, Skerton, near Lancaster, leather dresser.—*James Phillips*, Liverpool, out of business.

July 18, at the same hour and place.

*Alice Kirkman*, Hulme, out of business.—*Edm. Taylor*, Heywood, near Stayley-bridge, victualler.—*William Brown*, Denton, near Manchester, hat finisher.—*G. C. Talbot*, Blackburn, out of business.—*John Potts*, Hulme, plasterer.—*Wm. Schofield*, Barnley, gardener.—*Fred. Carrick*, Liverpool, letter-press printer.—*John Tusker*, Fleetwood-on-Wyre, blacksmith.—*J. S. Shaw*, Ashton-under-Lyne, druggist.—*Joseph Hall*, Chorlton-upon-Medlock, provision dealer.—*F. Dickie*, Chorlton-upon-Medlock, clerk.—*James Whitaker*, Ancoats, Manchester, out of business.—*Sarah Brown*, Chorlton-upon-Medlock, out of business.—*Richard Dugdale*, Blackburn, copper-plate printer.—*R. Haworth*, Blackburn, out of business.—*George Holden*, Salford, commission agent.—*Jas. Banks*, Liverpool, out of business.—*W. M. Robinson*, Liverpool, out of business.—*Robert Glasgow*, Manchester, greengrocer.—*J. Mossesey*, Preston, rope turner.—*Joseph Whitehead*, Green-acres-moor, Oldham, retailer of beer.—*Wm. Maudsley*, Lancaster, tea dealer's assistant.—*James Hardman*, Salford, commission agent.—*John Whittaker*, Preston, publican.—*Mary Johnson*, Manchester, out of business.—*Andrew Vogan*, Liverpool, out of business.—*Saml. Mason*, Manchester, out of business.

Court-house, BATH, (City), July 18 at 10.

*John Cannon*, jun., Bath, out of business.—*George Needes*, Bath, eating-house keeper.—*Chas. West*, Bath, master baker.—*Rich. Bishop*, Walcot, Bath, market gardener.—*M. Shore*, Bath, out of business.—*E. Bradbeer*, Bath, out of business.—*Isaac Sharland*, sen., Lyncombe and Widcombe, tailor.—*C. Friend*, Bristol, widow, out of business.—*Wm. Palmer*, Walcot, Bath, butcher.—*Moses Braine*, Bath, cork cutter.

## INSOLVENT DEBTORS' DIVIDENDS.

*Theophilus Patterson*, captain in the Royal Marines, June 24, Galsworthy & Nicholls's, 9, Cook's-court, Lincoln's-inn: 4s. 8d. in the pound (in addition to a former div. of 8s. 1d.)—*H. W. Dyson*, York, attorney at law, June 29, Galsworthy & Nicholls's, 9, Cook's-court, Lincoln's-inn: 1s. 6d. in the pound.—*Eliza Finchett*, Kelsall, Cheshire, widow, June 29, Dumville's, Tarporley: 20s. in the pound.

## MEETINGS.

*Eliz. Ortelli*, Cross-st., Hatton-garden, July 9 at 10, Lewis & Lewis's, 10, Ely-place, Holborn, sp. aff.—*T. Cooper*, Thrapston, Northamptonshire, currier, July 26 at 12, Swans Inn, Thrapston, div.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*Henry Rance*, of Cambridge; *Henry Bourne*, of Wigton, Cumberland; *John Markham Carter*, of New Alresford, Hampshire; *Thomas Smith*, jun., of Sheffield.

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# The Jurist

No. 286.

LONDON, JULY 2, 1842.

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LONDON, JULY 2, 1842.

IN the 8th volume of Meeson & Welsby's Reports, our readers will find two important decisions of the Court of Exchequer (*Gibson v. Carruthers*, p. 321, and *Betham v. Drake*, p. 346) on a subject of great practical interest—the right of the assignees of a bankrupt to sue on contracts made with him before the bankruptcy; and as these cases are deserving of attention, we shall make some observations upon them in our present Number. Under the 63rd section of the 6 Geo. 4, c. 16, all the present and future personal estate of a bankrupt, and all debts due to him, are assigned and rendered recoverable by the assignees. The above words comprise all rights of action for injuries to personal chattels, and breaches of contract relative to the personal estate of the bankrupt, whereby it is prevented from coming to the hands of the assignees, or is diminished in value. (*Hancock v. Caffyn*, 8 Bing. 358). The latter of the cases we have referred to, shews the nature of the contracts for a breach of which a right of action does not pass to the assignees; and that we shall first consider. The contract there was, that the defendants, who were printers, would employ the plaintiff as their foreman for a certain number of years at a fixed salary. Having refused to do this, the plaintiff brought an action against them for the breach of the contract; and one of the pleas was the bankruptcy of the plaintiff. On the case coming before the Court of Exchequer upon a demurrer to the above plea, the learned Judges of that Court decided, that the right of action upon such a contract did not pass to the assignees. Baron Parke, in delivering the judgment of the Court, uses these words—"There would be no difficulty in saying, therefore, that actions for breaches of such contracts as relate to the person simply, would not pass to the assignees. But suppose the result of a breach of contract relating to the person, to be a damage, not to the

person only, but also to the personal estate; as, for instance, if in the case of negligent carriage or cure, there were consequential damage, that the plaintiff had expended his money, or had lost the profits of a business, or the wages of labour for a time; or suppose a joint contract to carry both the person and the goods, and both were injured, the executor probably might sue for a breach of such contract, and recover damages to the extent of the injury to the personal estate; and there is no other who could sue; but could the assignee of a bankrupt sue in any of these cases? Could the right of action on the contract be divided into two on the bankruptcy, and the bankrupt sue for one part, and the assignee for another?" Here then we have the difficulty. If we say that the right of action cannot be divided, we enable the bankrupt in one case to recover damages which properly belong to his creditors, and in the other we allow the assignees to recover and divide among the creditors money which is rightfully the bankrupt's. Numerous cases may be supposed in which the contract would relate partly to the person and partly to the goods. Suppose for instance a man to be possessed of a valuable patent, and to have great skill in the manufacture to which such patent related, and a contract to be made with him for permission to use the patent, and that he shall be employed at a certain salary to conduct the manufacture. The contractors refuse to employ the patentee, and thereupon he becomes a bankrupt. Who is to sue for the breach? It may happen, that the licence to use the patent is far more valuable than the services of the inventor, and if he is to have the damages for the breach, one of its most valuable parts is withdrawn from the estate; or it may be, that the patent could not be worked beneficially without the inventor's skill, and to hold that the assignees may sue, is to give them what properly belongs to him. The learned judge felt this difficulty, and observed, as to the right of action being divided, that "it might,

perhaps, where the contract itself originally related to both." Perhaps therefore the law on this point may be thus stated: when the contract originally relates to the person of the bankrupt, although the breach of it has occasioned damage to his estate, he alone can sue; and if he has obtained his certificate, he will be entitled to retain the damages. Where originally it relates partly to the bankrupt's person and partly to his estates, it seems, he may recover damages in one action for so much of a breach as affects his person; and his assignees may in another action recover damages for so much as affects his estate. And thirdly, where the contract relates only to the estate of the bankrupt, the assignees are entitled to sue. This brings us to the other case we have mentioned, (*Gibson v. Carruthers*), in which Lord Abinger differed from the rest of the court; and we may at least say that the decision of the majority of the judges is open to some doubt. The contract in that case was, that the defendant should ship on board the buyer's vessel on its arrival at Odessa a certain quantity of linseed, the vessel to be chartered by the buyer, and the amount of the invoice to be paid on handing over it and the bill of lading to the buyer in London. The buyer having accordingly sent a vessel to Odessa, after its arrival there became bankrupt. Notice was given to the defendant, the seller, of the vessel's arrival, and he was requested by the agent of the assignees to ship the linseed, which he refused to do. And the assignees having brought an action against him for this refusal, he pleaded that they did not, within a reasonable time after the bankruptcy of the buyer, give notice of their intention to adopt the contract. This being demurred to, the majority of the judges decided, that the assignees were entitled to sue on the contract, although they had not within a reasonable time given notice of their intention to adopt it; Lord Abinger being of a contrary opinion. That the assignees might adopt such a contract, cannot, we think, be disputed; but there seems no good reason why they should not be obliged to give notice of their intention. One of the learned judges argued, that in cases where the bankrupt had partly performed the contract, if the assignees could not enforce it, his estate would sustain a loss. This, however, affords no ground for holding that the assignees shall not give notice. If it would be for the benefit of the estate that the contract should be adopted, it is more consistent with justice that the assignees shall at once declare their intention, than that the defendant shall be compelled to go on with the performance of his part of the contract, not knowing whether the assignees will accept or refuse it. The judges say that the assignees are only bound to fulfil the bankrupt's part of the engagement when the proper time arrives; and, therefore, in many cases, the other contracting party may have to perform the whole of his part, and at the last be left to his remedy against the bankrupt. In *Gibson v. Carruthers*, the defendant would have been obliged to send the cargo from Odessa to London, and incur a considerable expense before he could ascertain whether his goods would be taken by the assignees or sent back to him. Baron Parke supposes a case of "a contract to build a vessel for the bankrupt, he supplying a part of the timber and paying the price by instalments, the last on delivery, and the bankruptcy occur after the timber has been supplied,

and some instalments paid, and before the vessel is complete;" and he asks whether it could be contended that the builder could refuse to complete his contract and render all the previous expense unavailing. Of course not; but suppose the case to be slightly varied and that the builder is to supply the timber and no money is to be paid until the completion of the vessel. Is it not more reasonable that the assignees should be obliged to declare at once whether they will accept the vessel when completed, than that they should be allowed to wait until that time, and the builder be compelled to go on with his work? There is a want of mutuality upon the whole, we think the learned judges, who seem to have been somewhat led away by the argument that the defendant's refusal to perform bore some analogy to the right of stoppage in transitu, did not sufficiently consider the question of the obligation on the assignees to signify their intention to adopt the contract; and, with all due submission to their authority we must doubt the correctness of that part of their decision.

#### ANNUAL RESTS AS BETWEEN MORTGAGOR AND MORTGAGEE.

It is a subject of some importance and deserving of consideration, in what cases and upon what principles a court of equity will direct annual rests to be made in taking the accounts between mortgagor and mortgagee, where the latter has been in possession and receipt of the rents of the property mortgaged. What is ordinarily meant by making annual rests in these cases, is the annually applying the surplus of the rents received by the mortgagee, or payable by him in respect of his occupation of the premises, after satisfying his interest, in reduction of the principal money due on the mortgage. It is obvious that this is a mode of taking the accounts very disadvantageous in most cases to the mortgagee, a party somewhat favoured in a court of equity; and hence it is, that annual rests cannot be made by the Master unless a special direction for that purpose is contained in the decree or in some subsequent order of the court. (*Webber v. Hunt*, 1 Madd. 13). Judging from the reports of the earlier cases of *Robinson v. Channing*, (2 Atk. 410), *Gould v. Tancred*, (2 Atk. 534), and some others, it would seem, that it was not in the time of Lord Hardwicke considered as an invariable rule that annual rests should be directed against a mortgagee in possession; but the doctrine on this subject, as explained and settled by later cases, was then involved in much uncertainty. In the case of *Davis v. May*, (Coop. 238, and 19 Ves. 383), which came before Sir W. Grant, M. R., in 1815, an attempt was made in a redemption suit, to charge the mortgagee with annual rests from the particular period of his possession at which the arrears of interest existing when he took possession were paid off, on the grounds that the mortgagee had been long in the receipt of the rents, and that the rents greatly exceeded the annual interest of the mortgage debt. Sir W. Grant refused to decree annual rests. He said, "The direction to take the account with rests is not of course. From the precedents of decrees that I have seen, I collect that the usual course is not to give that direction. There is no instance of a decree in the form now prayed, with rests from a particular period of the account when the arrear of interest was discharged. There are only two forms of decrees either with or without rests. Here the special circumstances are against such a direction, which it is admitted would be improper from the beginning of the account, while there was an arrear of interest." This case distinctly records the rule which has ever since been followed, that annual rests will not be directed, where it appears that there was an arrear of interest when the mortgagee took pos-

sion, even after the arrears were paid off, although the annual rents may, in amount, greatly exceed the interest. In the late cases of *Latter v. Dashwood*, (6 Sim. 462), and *Finch v. Brown*, (3 Beav. 70), this principle was directly recognised and acted upon. Where, however, the interest never was in arrear, and the annual rents exceed in amount the annual interest payable on the mortgage, in such a case the general rule appears to be for the court to direct the accounts to be taken against the mortgagee in possession, with rests. This was the course adopted in *Shepherd v. Elliott*, (4 Mad. 254); and it is understood to be the ordinary practice, except in certain special cases; as for instance, perhaps, where the excess of rent above the interest is very small. (*Donovan v. Fricker*, Jac. 168). And not only will the accounts be directed against a mortgagee in possession with rests, for the purpose of reducing the amount of his principal debt out of the rents, where there was no arrear of interest when he took possession, but it seems also to be a settled rule, that even if there was an arrear of interest when the possession commenced, still, if the amount of rents received by him exceeds his principal debt and interest, so as to discharge it, the account of rents will be directed against the mortgagee, with annual rests from the date of such discharge, and the Master will be ordered to charge him with interest on the balances from time to time in hand. From the period at which his debt is discharged, the mortgagee is considered to be a bare trustee of the mortgaged premises for the mortgagor, with whom he is bound to account, as having appropriated to his own use, and thus committed a breach of trust, money belonging to his *cestui que trust*. This relation of trustee and *cestui que trust* as between the satisfied mortgagee and his mortgagor, is construed to arise out of an implied contract on the part of the mortgagee to account to the mortgagor for the rents and profits received by him after his debt shall be paid off. This point came before Sir Thomas Plumer, V. C., in *Quarrell v. Beckford*, (1 Mad. 269). It appeared, by the Master's report in that case, that the debt was paid off on the 31st December, 1795; and his Honor ordered interest to be computed on the rents received from time to time by way of annual rests, not indeed from the date of the discharge of the debt, but from the period of filing the bill in the cause, which was a few months subsequent thereto, on the ground that that was the time when the first demand was made on the mortgagee by the parties entitled to the equity of redemption. The above decision was followed by Sir John Leach, in *Wilson v. Macaula*, (4 Russ. 530), who directed an account to be taken with annual rests, not only of the rents and profits actually received by the mortgagee, but also of an occupation rent fixed by the Master, in respect of certain parts of the mortgaged premises occupied by the mortgagees themselves. He ordered, however, the account with rests to be taken from the period at which the debt was discharged, which was previously to the filing of the bill, and not as was directed in *Quarrell v. Beckford* from the filing of the bill. And it is apprehended that the practice is to direct the account with rests to be taken in such cases from the period at which the debt was paid off. And here we may also observe, that in taking the account with rests, where a mortgagee has received a large sum at a time intermediate between the dates for the annual rents, as ascertained by the date of the mortgage-deed, a rest should then be made, and the subsequent rests ought to be computed from that period. (*Birmingham v. Harwood*, 1 T. & R. 477).

In *Wilson v. Cluer*, (3 Beav. 138), Lord Langdale, M. R., carried the principle of making annual rests against a mortgagee in possession one step further. In that case it did not clearly appear whether there was an arrear of interest when the mortgagee entered into possession, but some years afterwards he came to a settled

account with the mortgagor, by which all that was due to the mortgagee was agreed to be principal-money. The mortgagee having thus nothing remaining due to him for interest continued in possession of the premises, and the rents and profits in every year exceeded the annual interest on the principal sum ascertained to be due to him by the settled account. And his Lordship in a suit for redemption, directed annual rests to be made. He observed, "With some qualification perhaps it may be said to be a general rule not to direct annual rests to be made in the account of a mortgagee in possession when the interest is in arrear when he takes possession; and in the absence of any special reason, I conceive that if a mortgagee is not liable to account with annual rests when he enters into possession, he does not become so liable when the arrear of interest is paid off, or till after the whole of the mortgage-debt has been paid off by receipt of the rents, although from the time when the debt is ascertained to be paid off, annual rests will be decreed, though none were ordered previously." Having regard to the cases already noticed, we apprehend the doctrine stated by his Lordship is correct, with this exception, that we are not able to discover that the doctrine in question admits of any such qualification as the language used by him implies. His Lordship then proceeds as follows: "I am not aware of any case in which, although the mortgagee may have taken possession under circumstances which did not render him liable to account with annual rests, there was afterwards a settled account, by which it appeared either that no interest was due, or that any interest which was due was satisfied as interest by being converted into principal, and the mortgagee continued in the receipt of rents of amount more than sufficient to satisfy the interest of such principal. But it appears to me, that such settlement of account ought to be considered as a rest made by the parties themselves, and that the mortgagee continuing in possession after the statement of such an account, and with no interest due to him, must from that time be dealt with as a mortgagee who takes possession without any interest being in arrear."

Upon the whole, therefore, we may at present consider the following propositions established by authority—First, that if a mortgagee takes possession when there is an arrear of interest due to him, annual rests will not be directed for the purpose of reducing his principal debt, even after the arrear of interest is paid off, and though the amount of the rents and profits greatly exceeds that of his interest; secondly, that if there be no arrear of interest due when the mortgagee takes possession, and the rents and profits in amount greatly exceed the interest, he will be charged with rests for the purpose of reducing his principal debt; thirdly, that, after the debt is paid off out of the rents and profits, the account of rents and profits will be ordered against the mortgagee from the period of such payment, and that too though there was an arrear of interest when he took possession; fourthly, that if the mortgagee takes possession, there being an arrear of interest due to him, and afterwards he comes to a settled account with the mortgagor, by which all arrears of interest are converted into principal, and continues in possession after such settled account, he will be charged with rests for the purpose of reducing his principal debt.

## COURT OF EXCHEQUER.

6 VICTORIA—June 27, 1842.

This Court will, on Thursday the 7th day of July next, hold Sittings, and will proceed in disposing of the business pending in the New Trial and Special Papers.

By THE COURT.

## Imperial Parliament.

## HOUSE OF LORDS.

Monday, June 27.

Lord Denman moved the second reading of the Affirmation Bill. His Lordship observed, that the great object in courts of justice was to ascertain the truth, but by excluding the testimony of persons whose conscientious scruples forbade them to take an oath, that object was frustrated. His Lordship referred to the two numerous sects of Baptists and Independents as opposed to taking any oath. With regard to these persons, he said they were placed in a peculiarly hard position. If they refused to swear, they were liable to punishment; and if they did not, inasmuch as they were acting against their principles, they disparaged their own evidence. The objection to the present law was also, that it was inefficient for the purpose of excluding improper testimony, and only operated for the exclusion of honest testimony. If a man declared himself a Jew, a Quaker, or a Mahomedan, his oath or affirmation accordingly was taken. But a pretended religious scruple might be made to serve as an excuse for the exclusion of an unwilling witness.

The Bishop of London agreed with the noble Lord as to the hardship on many conscientious persons. But he thought the Bill objectionable, as the persons to be relieved in it were undefined; and this he thought would lead to the abrogation of oaths altogether.

On the suggestion at a later period of the Right Rev. Prelate, the motion for the second reading of the Bill was withdrawn, and the general subject of judicial oaths, and not merely the particular Bill, was referred to a committee up-stairs.

Tuesday, June 28.

The Perpetuation of Evidence Bill was read a third time and passed.

The Lord Chancellor said, with reference to the Justices' Jurisdiction Bill, that as some inconvenience might arise to the justices of the peace, owing to an Act lately passed for altering their jurisdiction, and which would come into operation in the middle of the Sessions, he begged to lay on the table a Bill for remedying this defect, and gave notice of motion for suspension of the standing orders, in order that the Bill might be passed without delay.

The Bill was brought in and read the first time.

Wednesday, June 29.

The Jurisdiction of Justices Bill was read a second time, and the standing orders having been suspended, the bill went through committee, was reported, and read a third time and passed.

Thursday, June 30.

The royal assent was given to the Jurisdiction of Justices Quarter Sessions Bill and the Agent and Factor Bill.

## HOUSE OF COMMONS.

Monday, June 27.

The Stock in Trade Bill and the District Courts Bill were read a second time, and ordered to be committed on the 28th.

The Municipal Corporations Bill went through committee, and the report was received.

Wednesday, June 29.

Sir J. Graham introduced a bill to provide that the Justices' Jurisdiction Bill should not come into operation till the 15th of July, so as not to interfere with the present sittings of the quarter sessions.

The bill was read a first and second time, (the standing orders being dispensed with), and ordered to be committed on the 30th.

Thursday, June 30.

The Jurisdiction of Justices Amendment Bill was read a third time, and sent up to the Lords.

We regret to state that Sir Joseph Littleddale died on Sunday last. His Lordship was born in 1767, and was raised to the Bench in April, 1824.

The Queen has been pleased to appoint George Aubert, Esq., to be her Majesty's Attorney-General in the Island of St. Lucia.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—Alfred Augustus Pears, of Bath; Joel Smith, of Walsall, Staffordshire.

## CIRCUITS OF THE COMMISSIONERS FOR THE RELIEF OF INSOLVENT DEBTORS.

## AUTUMN CIRCUITS, 1842.

## NORTHERN CIRCUIT.

H. R. REYNOLDS, Esq., Chief Commissioner.

*Yorkshire*, at Sheffield, Tuesday, October 11.  
*Yorkshire*, at Wakefield, Friday, October 14.  
*Kingston-upon-Hull*, (Town and County), Saturday, Oct. 22.  
*Yorkshire*, at York, and City, Tuesday, October 25.  
*Yorkshire*, at Richmond, Friday, October 28.  
*Durham*, at Durham, Saturday, October 29.  
*Northumberland*, at Newcastle-upon-Tyne and Town, Tuesday, November 1.  
*Cumberland*, at Carlisle, Friday, November 4.  
*Westmorland*, at Appleby, Monday, November 7.  
*Westmorland*, at Kendal, Tuesday, November 8.  
*Lancashire*, at Preston, Wednesday, November 9.  
*Lancashire*, at Liverpool, Friday, November 11.  
*Cheeshire*, at Chester and City, Tuesday, November 15.  
*Flintshire*, at Mold, Friday, November 18.  
*Denbighshire*, at Ruthin, Saturday, November 19.  
*Anglesey*, at Beaumaris, Tuesday, November 22.  
*Carnarvonshire*, at Carnarvon, Wednesday, November 23.  
*Merionethshire*, at Dolgelly, Friday, November 25.  
*Montgomeryshire*, at Welch Pool, Monday, November 28.  
*Lancashire*, at Lancaster, Thursday, December 1.

## MIDLAND CIRCUIT.

J. G. HARRIS, Esq., Commissioner.

*Essex*, at Chelmsford, Tuesday, October 25.  
*Essex*, at Colchester, Wednesday, October 26.  
*Suffolk*, at Ipswich, Thursday, October 27.  
*Norfolk*, at Yarmouth, Saturday, October 29.  
*Norfolk*, at Norwich and City, Monday, October 31.  
*Norfolk*, at Lynn, Thursday, November 3.  
*Suffolk*, at Bury St. Edmunds, Saturday, November 5.  
*Cambridgeshire*, at Cambridge, Monday, November 7.  
*Huntingdownshire*, at Huntingdon, Wednesday, November 9.  
*Rutlandshire*, at Oakham, Thursday, November 10.  
*Northamptonshire*, at Peterborough, Friday, November 11.  
*Lincolnshire*, at Lincoln and City, Monday, November 14.  
*Nottinghamshire*, at Nottingham and Town, Wednesday, Nov. 16.  
*Derbyshire*, at Derby, Friday, November 18.  
*Lichfield*, (County and City), Saturday, November 19.  
*Staffordshire*, at Stafford, Monday, November 21.  
*Shropshire*, at Shrewsbury, Thursday, November 24.  
*Shropshire*, at Oldbury, Saturday, November 26.  
*Warwickshire*, at Birmingham, Monday, November 28.  
*Warwickshire*, at Warwick, Thursday, December 1.  
*Coventry*, (City and County), Monday, December 5.  
*Leicestershire*, at Leicester, Tuesday, Dec. 6.  
*Northamptonshire*, at Northampton, Friday, December 9.  
*Bedfordshire*, at Bedford, Monday, December 12.  
*Buckinghamshire*, at Aylesbury, Wednesday, December 14.

## HOME CIRCUIT.

T. B. BOWEN, Esq., Commissioner.

*Kent*, at Dover, Monday, October 24.  
*Canterbury*, (City and County), Wednesday, October 26.  
*Kent*, at Maidstone, Friday, October 28.  
*Sussex*, at Horsham, Friday, November 11.  
*Hertfordshire*, at Hertford, Friday, November 18.

## SOUTHERN CIRCUIT.

W. J. LAW, Esq., Commissioner.

*Berkshire*, at Reading, Thursday, October 20.  
*Oxfordshire*, at Oxford and City, Saturday, October 22.  
*Worcestershire*, at Worcester and City, Tuesday, October 25.  
*Radnorshire*, at Presteigne, Thursday, October 27.  
*Herefordshire*, at Hereford, Friday, October 28.  
*Brecknockshire*, at Brecon, Monday, October 31.  
*Carmarthenshire*, at Carmarthen and Borough, Wednesday, November 2.  
*Cardiganshire*, at Cardigan, Friday, November 4.  
*Pembrokeshire*, at Haverfordwest and Town, Sat. Nov. 5.  
*Glamorganshire*, at Swansea, Wednesday, November 9.  
*Glamorganshire*, at Cardiff, Thursday, November 10.  
*Monmouthshire*, at Monmouth, Saturday, November 12.  
*Gloucestershire*, at Gloucester and City, Monday, Nov. 14.



*Bristol*, (City and County), Thursday, November 17.  
*Somersetshire*, at Bath, Monday, November 21.  
*Somersetshire*, at Wells, Wednesday, November 23.  
*Devonshire*, at Plymouth, Saturday, November 26.  
*Cornwall*, at Bodwin, Monday, November 28.  
*Devonshire*, at Exeter and City, Wednesday, November 30.  
*Dorsetshire*, at Dorchester, Saturday, December 3.  
*Wiltshire*, at Salisbury, Tuesday, December 6.  
*Southampton*, (Town and County), Wednesday, December 7.  
*Southampton*, at Winchester, Thursday, December 8.

## London Gazettes.

TUESDAY, JUNE 28.

### DECLARATION OF INSOLVENCY.

DAVID BARBOUR and JOHN NORRIS, Liverpool, soap manufacturers.

### BANKRUPTS.

GEORGE EATON ROTHE, 16, New Broad-st., and Victoria-road, Fimlico, merchant, July 5 at half-past 12, and Aug. 9 at 11, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Bodmen, 24, Queen-st., Cheapside.—Fiat dated June 11.  
 JOHN FLOOD, Dean-st., Westminster, surgeon and apothecary, July 5 at 1, and Aug. 9 at 2, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Watson & Wix, 2, Winchester-buildings, Great Winchester-st.—Fiat dated June 25.  
 JOHN HUDSON, sen., and JOHN HUDSON, sen., Swallow-place, Hanover-sq., curriers, July 7 at 11, and Aug. 9 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sol. Rosser, New Boswell-court.—Fiat dated June 23.  
 JOHN COLLINSON, 1, South Molton-lane, and 5, South Molton-street, carpenter, and packing-case maker, July 8 at 11, and Aug. 9 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sols. Hoppe & Co., 3, Sun-court, Cornhill.—Fiat dated June 22.  
 THOMAS JANES, Hockliffe, Chalgrave, Bedfordshire, farmer and sheep salesman, July 11 at 1, and Aug. 9 at 11, Court of Bankruptcy: Off. Ass. Turquand; Sol. Wright, 2, South-sq., Gray's-inn.—Fiat dated June 22.  
 THOMAS WOODMAN, Great Billington, Leighton Buzzard, Bedfordshire, farmer, July 5 at 2, and Aug. 9 at half-past 12, Court of Bankruptcy: Off. Ass. Green; Sols. Day, Hemel Hempstead, Hertfordshire; W. and E. Dyne, 61, Lincoln's-inn-fields.—Fiat dated June 22.  
 JOHN HOLLAND, Chipping Wycombe, Buckinghamshire, cordwainer, leather dealer, banker, and bill broker, July 8 and Aug. 9 at 1, Court of Bankruptcy: Off. Ass. Gibson; Sol. Smith, 24, Golden-sq.—Fiat dated June 27.  
 MARY OTLEY, St. James's-street, milliner, July 9 at half-past 1, and Aug. 9 at 12, Court of Bankruptcy: Off. Ass. Groom; Sol. Donne, Broad-street-buildings.—Fiat dated June 24.  
 THOMAS WILLIAMS, Bristol, tailor and draper, July 4 at 12, and Aug. 9 at 2, Commercial-rooms, Bristol: Sols. A. and J. Livett, Bristol; Poole & Gamlen, 3, Gray's-inn-sq.—Fiat dated June 22.  
 JOHN SPARK AIRD, East Herrington, Durham, cattle salesman, July 20 at 12, and Aug. 9 at 11: Sols. Kidson & Son, Sunderland; Meggison & Co., 3, King's-road, Bedford-row.—Fiat dated June 1.  
 JAMES HOSKINS, Croscombe, Somersetshire, baker, July 12 and Aug. 9 at 11, Mitre Inn, Wells: Sols. Robins & Hobbs, Wells; Whitaker, 5, Gray's-inn-square.—Fiat dated June 24.  
 ROBERT STEANE and RICHARD STEANE, Coventry, ribbon manufacturers, July 4 and Aug. 9 at 12, Craven Arms Hotel, Coventry: Sols. Troughton & Lea, or Wilmot, Coventry; Austen & Hobson, Gray's-inn.—Fiat dated May 31.  
 THOMAS HUMPHREY, sen., and THOMAS HUMPHREY, jun., Kingston-upon-Hull, shipwrights, July 9 and Aug. 9 at 11, George Inn, Kingston-upon-Hull: Sols. Holden, Hull; Hicks & Marris, 5, Gray's-inn-sq.—Fiat dated June 2.

### MARTINGS.

Wm. Kerrison, Southampton, glass merchant, July 8 at 1, Dolphin Hotel, Southampton, ch. ass.—J. C. Clarke, Water-lane, Great Tower-st., wine merchant, July 8 at 1, Court of Bankruptcy, last ex.—F. J. Osbaldeston, St. Alban's, Hert-

fordshire, dealer in horses, July 21 at 11, Court of Bankruptcy, last ex.—Thomas Gidden, Farrington, Berkshire, licensed victualler, July 29 at 12, Bell Inn, Swindon, Wiltshire, last ex.; at 1, div.—Joseph Gill, Brierley-hill, Staffordshire, ironmaster, July 13 at 11, Swan Hotel, Wolverhampton, last ex.—Joseph Rogers, Bromyard, Herefordshire, scrivener, July 21 at 12, Falcon Inn, Bromyard, last ex.—Wm. C. Buchanan, Dursley, Gloucestershire, money scrivener, July 8 at 10, Old Bell Inn, Dursley, last ex.—W. Cannabe, Camberwell-green, Camberwell, bookseller, July 21 at 12, Court of Bankruptcy, aud. ac. and div.—H. Wickham, Bristol, linen draper, July 22 at 2, Commercial-rooms, Bristol, aud. ac.—Jos. Peel, Newcastle-upon-Tyne, picture-dealer, July 28 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—Joel Gardiner, Bristol, common brewer, Aug. 5 at 12, Commercial-rooms, Bristol, aud. ac.—Piers Lowe, Norley, Cheshire, shoemaker, July 23 at 1, Clarendon-rooms, Liverpool, aud. ac.—James Bonner and Chas. Gibbons, Thame, Oxfordshire, furniture-broker, July 20 at 12, Lucas's, Town-hall, Oxford, aud. ac.; at 1, div. sep. est. J. Bonner.—Thomas Eskridge, Warrington, Lancashire, cotton manufacturers, July 19 at 12, Clarendon-rooms, Liverpool, aud. ac.—John Anderson and Wm. Garrow, Liverpool, merchants, July 21 at 1, Clarendon-rooms, Liverpool, aud. ac. sep. est. Wm. Garrow.—Joseph Lane, sen., Stockport, Cheshire, cotton manufacturer, July 22 at 3, Commissioners'-rooms, Manchester, aud. ac.—Philip Spencer Harrison, High Holborn, Middlesex, ironmonger, Court of Bankruptcy, div.—Theophilus Gamsuf, Fetter-lane, City of London, wholesale furrier, July 21 at 2, Court of Bankruptcy, fin. div.—Walter Robt. Carter, Newcastle-upon-Tyne, ironmonger, July 22 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—Rice Williams, Pwllheli, Carnarvonshire, linen-draper, July 19 at 11, Commissioners'-rooms, Manchester, aud. ac. and div.—Geo. Jackson, Birmingham, timber-merchant, Aug. 1 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—Thomas Collinson, Wakefield, Yorkshire, boat-builder, July 19 at 12, Commissioners'-rooms, Leeds, aud. ac.; at 1, first and fin. div.—John T. Major and Saml. Major, Poole, upholsterers, July 19 at 2, Durant & Welch's, Poole, aud. ac.; at 4, fin. div.—Jas. Bedford, Leeds, cudbear manufacturer, July 19 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 3, div.—Hugh Wickham, Bristol, linen-draper, July 26 at 2, Commercial-rooms, Bristol, div.—Thos. Masser, Kensington, near Liverpool, common brewer, July 20 at 12, Clarendon-rooms, Liverpool, fin. div.—D. Wm. Morris, July 26 at 12, King's Head Inn, Newport, Monmouthshire, fin. div.

### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before July 19.

George A. Thompson and Benj. Jas. Thompson, Wylam, Northumberland, iron-masters.—John Brown, Sheffield, merchant.—Eccles Sloane, York, linen-draper.—Chas. Hancock, Earl-street, Blackfriars, and Paternoster-row, coal-merchant.—Peter Pyne, Crooked-lane-chambers, provision-broker.—Robt. Stringer, Great Yarmouth, wine-merchant.

### PARTNERSHIP DISSOLVED.

Wm. Oliver Jackson and Thos. Ed. Johnson, John-street, Adelphi, attornies and solicitors.

### SCOTCH SEQUESTRATIONS.

John Thomas Moss, Dundee, grocer.—James Proudfoot, Mucklarree, Perth, farmer.—Jas. Mitchell, Paisley, dyer.—D. Symon, Inverness, painter.

### INSOLVENT DEBTORS.

Saturday, June 25, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

William Whittenbury, Beaumont-square, Mile-end-road, baker, No. 53,226 T.; Fountain Hartley, assignee.—William Blades, Kirby Fleetham, Yorkshire, farmer, No. 59,375 C.; James Brown Simpson, assignee.—Wm. Jones, Penygroes, Llanfihangel-y-traethan, Merionethshire, boatman, No. 55,972 C.; Meyrick Humphreys Edwards, assignee.—James Taylor, Trinity-square, Southwark, Surrey, tailor, No. 53,015 T.; E. Brain and Daniel Earl, assignees.—John Jones, Woolley, near Bradford, Wiltshire, Esq., No. 32,201 T.; John B. Bayly and John Bayly, new assignees, in the room of James Sheppard and Stephen Gishford, removed.



*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Tuesday, July 19 at 9.*

*Wm. Townsend, William's-mews, Mary-street, Hampstead-road, out of business.—Geo. Leek, Brook-street, New-road, Regent's-park, greengrocer.—Wm. Langham, High-street, Woolwich, Kent, tailor.—Wm. Geo. Murray, St. John-st., Clerkenwell, greengrocer.—Jas. Broomfield, Compton-street, Brunswick-sq., tailor.—William Cornhill, sen., Kennington-croft, Surrey, out of employ.—Richard Platt, Spread Eagle Inn, Wandsworth, Surrey, not in any business.—Rich. Clark Bowt, Millman-street, Bedford-row, tailor.—Henry Hewitt, Charles-st., Hatten-garden, out of business.—Wm. Scrace, St. Mark's-road, Camberwell New-road, Surrey, baker.—Jas. Wood, Bedford-lane, Acre-lane, Brixton, Lambeth, Surrey, cab proprietor.—Phil. S. Harrison, High Holborn, furnishing ironmonger.*

*July 20, at the same hour and place.*

*Walter Bullen, sen., Garden-street, Stepney, locker in her Majesty's Customs.—Sam. Harris, Leathersellers'-buildings, London-wall, out of business.—Wm. J. Viner, North-street, Wandsworth, Surrey, attorney's clerk.—G. Whitaker, Southampton-st., Strand, house painter.—Jas. Rose, Little Saffron-hill, Holborn, shoemaker.—James Marshall, Vauxhall-walk, Lambeth, out of business.—Henry Rowley, Park-terr., Park-road, Regent's-park, following no trade.—James Mansell, St. George's-road, Southwark, Surrey, out of business.—Sir John M. Doyle, Knight, Portland-street, Portland-place, a retired Colonel in her Majesty's service.—John B. Little, Arlington-st.; Mornington-crescent, gentleman.—Ernest G. F. Sievers, Doddington-grove, Kennington-rd., and Lawrence-Pountney-hill, Cannon-street, London, colonial agent.*

*Court-house, LANCASTER CASTLE, Lancashire, July 19 at 10.*

*Wm. Tyrer, Scholes, Wigan, victualler.—Wm. Walmsley, Samlesbury, near Preston, farmer.—James Orove, Liverpool, attorney at law.—Henry Porter, Liverpool, in no business.—John Brown, Manchester, out of business.—William Sorby, Chorlton-upon-Medlock, Manchester, surgeon.—J. Stoddard, Heime, Manchester, out of business.—John Budd, Liverpool, horse dealer.—Allen Norris, Manchester, out of business.—Robert A. Agar, Liverpool, out of business.—David Hardie, Manchester, broker.—T. C. Brown, New Windsor, Salford, commission agent.—Wm. Robson, Liverpool, shopman to a laceman.—John Lightbown, Edgeley, near Manchester, provision shopkeeper.—John Peake, Manchester, chemist.—John Elliot, Rochdale, shopman to a linen draper.—Wm. Weightman, Tookey, Manchester, out of business.—J. Berry, Upholland, near Wigan, out of employment.—John Andrew, sen., Salford, attorney at law.—Jas. Barlow, Wigan, in no business.*

*Court-house, PRESTON, Lancashire, July 21 at 10.*

*John Thornton, Preston, butcher.—Thomas Shakeshaft, Preston, weaver.—Wm. Ward, Preston, servant.—R. Seed, Preston, surgeon.—John Barnes, Preston, joiner.—J. Heskin, Preston, carter.—James Hodgson, Preston, cotton piercer.—James Nangles, Preston, labourer.*

*Court-house, CAMBRIDGE, (County), July 19 at 10.*

*Timeon Eary, Waterbeach, butcher.—Thos. Baines, Cambridge, common carter.—Alonso Dunford, Ely, coachman.—David Johnson, Chatteris, Isle of Ely, coal merchant.—John B. Goldsmith, Barnewell, out of business.—Hardy Woolley, sen. Wisbeach St. Peter, Isle of Ely, out of business.—John T. Hewish, Swaffham Bullock, tailor.—Jas. Pledger, Borough-green, carpenter.—Wm. Hustwain, sen., Chatteris, Isle of Ely, grocer.—Thos. E. Decher, Cambridge, brewer.—Wm. Reeves, Cambridge, builder.—P. Brown, Barnewell, grocer.—Nathan Gummell, Landbeach, schoolmaster.—Thos. Edgeley, March, Isle of Ely, waterman.—John Hunt, Waterbeach, out of business.—Benj. Pluck, Melbourne, retailer of beer.—Wm. Webb, Cambridge, publican.*

*Court-house, BURY ST. EDMUNDS, Suffolk, July 21 at 10.*

*Geo. Lanham, Bury St. Edmunds, out of business.—Steph. Cole, Bury St. Edmunds, coachman.—Wm. Silverston, Barnadiston, labourer.—Geo. Bloomfield, Thelmetham, millwright.—John Parker, jun., Southwold, policeman.—Geo. Howard, Thorpe Morieux, jobber.*

*Court-house, WELLS, Somersetshire, July 19 at 10.*

*Henry Howe, Monk Silver, schoolmaster.—Fred. Down, Frome, bonnet maker.—Anne M' Cass, Taunton, victualler.—*

*Jas. Marek, Bath, pork butcher.—Leavis Clarke, Wellington, serge weaver.—Rich. G. Bartlett, Axbridge, printer.—Henry Dossan, Bridgewater, currier.—Thomas Sims, Lyncombe and Widcombe, Bath, baker.—Wm. Bryant, Pill St. George's, labourer.—Franc. J. Flower, Panford, saddler.—M. Squibb, Bridgewater, tailor.—John Simmons, Nailsea, labourer.—Rob. Keen, Wells, linen draper.—Jas. Gage, Yatton, carpenter.*

#### INSOLVENT DEBTORS' DIVIDENDS.

*Wm. Notkeship, Kirby-st., Hatten-garden, manufacturing jeweller: 2s. 3½d. in the pound.—William Cos, Aberystwith, Cardiganshire, victualler: 2s. in the pound.—John Mosley, Wakefield, Yorkshire, confectioner: 10½d. in the pound.—A. Cartwright, Shoe-lane, Fleet-st., clerk in the Custom-house: 4s. in the pound.—Wm. Barrow, Gloucester, horse dealer: 9½d. in the pound.—Francis C. Armstrong, New-st., Dorset-sq., clerk in the East India-house: 1s. 5½d. in the pound.—Chas. Hume Fawcett, Cambridge, victualler: 1s. 4½d. in the pound.—Henry Aspin, Ebury-street, Pimlico, King's messenger: 3s. 7d. in the pound.—James W. Wallack, Somers'-place, Cambridge-sq., Hyde-park, comedian: 1s. 6½d. in the pound.*

*Application at the Provisional Assignee's Office, Portugal-st., Lincoln's-inn-fields, between the hours of 10 and 1.*

*Thomas Thomas, Sand Fitz, Birmingham, grocer, July 28, Kempson's, Birmingham: 1s. 6½d. in the pound.—G. Senior, Manchester, commission agent, July 2, Norris's, Manchester: 1s. 5d. in the pound.—George Drew, Tottenham-court-road, tea dealer, July 2, R. and W. Oldershaw's, Moorgate-street: 1s. 11½d. in the pound.*

#### MEETINGS.

*Jas. W. Wallack, Oct. 31, Court-house, Portugal-st., pr. d.—Thomas Ford, Rawstorne-street, Clerkenwell, gentleman, July 4 at 11, Court-house, Portugal-st., pr. d.—Ed. Cocker, Wilmington-sq., hardwareman, Aug. 1 at 11, Spyer's, Broad-street-buildings, six.*

FRIDAY, JULY 1.

#### DECLARATION OF INSOLVENCY.

CHARLES MASSEY DARBY, Regent-st., St. Mary-bone, printer, stationer, and bookseller.

#### BANKRUPTS.

GEORGE CHALK, Castlemans Barnes, Surrey, and Broadway, Mammernish, builder, July 11 and Aug. 12 at 2, Court of Bankruptcy: Off. Ass. Graham; Sols. Carles & Co., 6, Chancery-lane.—Fiat dated June 29.

MATTHEW FOSTER, Crosby-hall-chambers, London, and Hackney, merchant, July 8 at 12, and Aug. 12 at 1, Court of Bankruptcy: Off. Ass. Johnson; Sols. H. and O. Webb, 1, Albany-st., Piccadilly.—Fiat dated June 28.

JOSEPH CLAY, Downbury, Yorkshire, draper, July 12 at 3, and Aug. 12 at 12, Court of Bankruptcy: Off. Ass. Lockington; Sols. Ashurst, Cheapside.—Fiat dated June 21.

DANIEL HOWARD, Swallow-st., Regent-st., Westminster, victualler, July 11 at 1, and Aug. 12 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sol. Holmer, 24, Bridge-st., Southwark.—Fiat dated June 23.

DANIEL WADE ACRAMAN, WILLIAM EDWARD ACRAMAN, and ALFRED JOHN ACRAMAN, Bristol, merchants, July 12 and Aug. 12 at 11, Commercial-rooms, Bristol: Sols. Heaven, Bristol; Blower & Vizard, Lincoln's-inn-fields.—Fiat dated June 11.

ANTHONY WILLIAM GORGES DOW and WILLIAM RICHMOND, Liverpool, vinegar manufacturers, July 12 and Aug. 12 at 1, Clarendon-rooms, Liverpool: Sols. Lowndes & Co., Liverpool; Sharpe & Co., Bedford-sq.—Fiat dated June 22.

GEORGE FREDERIC FAIRCLOUGH, Liverpool, money scrivener and banker, July 13 and Aug. 12 at 11, Clarendon-rooms, Liverpool: Sols. Norris, Liverpool; Norris & Co., 19, Bartlett's-buildings, Holborn.—Fiat dated June 14.

ANTHONY COLLINGWOOD, Faley, Stoke-upon-Trent, Staffordshire, maltster, and wine and spirit merchant, July 14 and Aug. 12 at 12, Eagle Inn, Longton, Stoke-upon-Trent: Sols. Warrillow, Longton Potteries; Dean, 16, Essex-st., Strand.—Fiat dated June 4.

THOMAS DUGDALE, Manchester, grocer and provision dealer, July 18 at 11, and Aug. 12 at 3, Commissioners'-rooms, Manchester: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated June 18.

**DANIEL WADE ACRAMAN, WILLIAM EDWARD ACRAMAN, ALFRED JOHN ACRAMAN, WILLIAM MORGAN, THOMAS HOLROYD, and JAMES NORBOWAY FRANKLYN**, Bristol, ship builders, boiler makers, and engineers, July 19 and Aug. 12 at 2, Commercial-rooms, Bristol: Sols. Haberfeld, Bristol; Makinson & Senders, Middle Temple.—Flat dated June 16.

**GEORGE SARGENT**, Battle, Sussex, linen and woollen draper, and upholsterer, July 12 and Aug. 12 at 11, George Inn, Battle: Sols. Reed & Shaw, 2, Friday-st., Cheapside.—Flat dated June 4.

**JOSEPH LAYTON**, Leeds, Yorkshire, fruit merchant, July 13 at 1, and Aug. 12 at 2, Commissioners'-rooms, Leeds: Sols. Payne & Co., Leeds; Brown & Co., Mincing-lane.—Flat dated June 11.

**JOHN SPARK AIRD**, East Herrington, Durham, cattle salesman, July 20 at 12, and Aug. 12 at 11, Bridge Hotel, Sunderland: Sols. Kidson & Son, Sunderland; Meggison & Co., 3, King's-road, Bedford-row.—Flat dated June 1.

#### MEETINGS.

*Samuel Whitehead*, Leamington-priors, and Offchurch, Warwickshire, cattle salesman, July 11 at 11, Lansdowne Hotel, Leamington-priors, pr. d.—*J. Dawson*, Tudeley, and *W. Dawson*, Tonbridge, Kent, builders, July 12 at half-past 11, Court of Bankruptcy, last ex.—*Jos. Hands* and *Ediz. Gilt*, Coventry, ribbon manufacturers, July 11 at half-past 12, Court of Bankruptcy, last ex. sep. est. *Jos. Hands*—*John Dover*, Three Cranes-wharf, London, merchant, July 11 at 11, Court of Bankruptcy, last ex.—*J. Lamont*, *J. D. Stewart*, and *John Matvers*, Skinner-st., Bishopsgate, brewers, July 16 at 1, Court of Bankruptcy, last ex.—*John Simmons*, Atherstone, Warwickshire, furnishing ironmonger, July 27 at 12, Lansdowne-hotel, Leamington-priors, last ex.—*Arthur Collos* and *Alfred Thomson*, Brighton, Sussex, sugar manufacturers, July 8 at 1, Town-hall, Brighton, last ex.—*P. Asmann* and *J. G. Christ*, Mark-lane, foreign and general merchants, July 25 at half-past 1, Court of Bankruptcy, aud. ac.; at 2, div.—*John Adams*, George-st., Thrawl-st., Brick-lane, Spitalfields, feather merchant, July 25 at half-past 12, Court of Bankruptcy, aud. ac.: at 1, fin. div.—*W. H. Griffiths*, Lime-st., merchant, July 25 at 1, Court of Bankruptcy, aud. ac.; at half-past 1, fin. div.—*Charles Graydon*, St. Ann's-place, Lime-house, ship chandler, July 25 at 11, Court of Bankruptcy, aud. ac.; at half-past 11, div.—*John Marshall*, Birchin-lane, merchant, July 22 at half-past 12, Court of Bankruptcy, aud. ac. and div.—*W. Langmead*, Teignmouth, Devonshire, banker, July 22 at 11, New London Inn, Exeter, and ac.—*S. Gilloitt*, jun., Sheffield, hatter, July 30 at 2, Town-hall, Sheffield, aud. ac.—*Edw. J. King*, Oxford, manufacturer of artificial teeth, July 28 at 11, Three Cups Inn, Oxford, and ac.—*Th. Wood*, jun., Heathfields, Saddleworth, Yorkshire, merchant, July 29 at 12, Commissioners'-rooms, Leeds, and ac.—*Abt. Dixon*, Huddersfield, Yorkshire, and *Wm. Taylor*, Great Winchester-street, London, merchants, July 25 at 12, Court of Bankruptcy, fin. div. joint and sep. est.—*Wm. M. Potts*, Newcastle-upon-Tyne, grocer, July 25 at 11, Bankrupt Commissioners'-room, Newcastle-upon-Tyne, and ac. and div.—*Nathaniel I. Butler* and *B. Butler*, Painswick, Gloucestershire, clothiers, July 27 at 11, Fleece Inn, Rodborough, and ac.; at 12, fin. div.—*John Trevis*, Greenscres-moor, within Oldham, Lancashire, grocer, July 23 at 11, Commissioners'-rooms, Manchester, and ac.; at 10, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before July 22.*

*Rob. Mills*, Heywood, Lancashire, ironfounder.—*J. Watt*, Liverpool, merchant.—*Wm. Hounsfeld*, Manchester, commission merchant.—*Thos. Styen*, Tower-st., tea broker.—*Ch. J. Williams* and *Edw. Nevill*, Birmingham, factors.—*Benj. Read*, Worcester, wine merchant.—*John Jenkins*, Haverford-west, auctioneer.—*Wm. Crosby*, *Benj. Valentine*, and *Benj. White*, Houndsditch and Leadenhall-street, London, and Birmingham, hardwaremen.—*Henry Howard*, Waltham-cross, Hertfordshire, innkeeper.—*Jas. Howard*, *Rob. Myerscough*, and *John Jackson*, Little Bolton, and Manchester, manufacturers of cotton cloth by power.

#### FIATS ANNULLED.

*Arthur Strachan*, Friday-street, warehouseman.—*Joseph Wood* and *John Howard*, Leeds, Yorkshire, and Belfast, Ireland, merchants.

#### SCOTCH SEQUESTRATIONS.

*Jas. Baxter*, Dundee, manufacturer.—*Anthony M'Master*, Patna, Ayrshire, thread manufacturer.—*Wm. Roy*, Clayton, near Bridge, Earn, grazier.—*Wm. Hay* and *Charles Ogilvy*, Lerwick, merchants.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Monday, July 25 at 9.*

*Jas. Simpson*, Hampton Court-walls, Hampton Court, foreman to a livery-stable keeper.—*Wm. Thacker*, Coleman-st., cloth worker.—*Wm. Webb*, East-st., Lambeth, foreman to a boot maker.—*Alex. L. Newton*, Blackman-street, Southwark, not in any business.—*Geo. Watkins*, Witmore-pl., Hoxton, commission agent.—*Caroline Johnson*, Hyde, near Hendon, out of business.—*Henry Goldmid*, Holborn-hill, not in any trade.—*John Wm. Greaves*, jun., Whitechapel-road, tobacconist.—*John Beckwith*, Artillery-lane, Fair-st., Horselydown, fly master.—*Sarah Southgate*, widow, Seymour-cresc., Euston-sq., in no business.—*Thos. Ridley*, Bear-st., Piccadilly, artificial flower dealer.—*Wm. Newey*, Bermondsey-st., Bermondsey, Surrey, out of business.

#### Adjourned.

*Geo. Poulton Timbrell*, Poplar-row, New Kent-road, out of business.

*July 26, at the same hour and place.*

*Rob. Outway*, Charles-st., Queen's-elms, Chelsea, baker.—*John Belliston*, Bowl-yard, Broad-st., St. Giles, coach-harness plater.—*John Gordon*, Pleasant-row, Holloway-road, bread and biscuit baker.—*Jas. Best*, Lower Whitecross-st., plumber.—*Hen. J. Taylor*, King-street, St. Margaret's, Westminster, bricklayer.—*Thos. Richard Turk*, Pleasant-row, Pentonville, and *Warner's-yard*, Mincing-lane, colonial merchant.—*Wm. Painter*, Cirencester-pl., Fitzroy-sq., house agent.—*Wm. H. Thomas*, Allerton-st., Hoxton, dealer in flannel.—*Ann Lawless*, High Holborn, landress.—*Henry Allpress*, Hernes-st., Pentonville, pianoforte maker.—*Robert Wilson*, Gread Wild-st., Lincoln's-inn-fields, commercial traveller.—*Caroline St. Anton*, widow, Great Portland-st., Mary-le-bone, milliner.

*Court-house, HUNTINGDON, (County), July 22 at 10.*

*Jas. Barker*, St. Ives, Huntingdon, innkeeper.

*Court-house, HORSHAM, July 22 at 10.*

*Rob. Dean*, Brighton, out of business.—*Peter Carey*, Gardener-st., near Battle, bricklayer.—*Steph. Rusbridge*, Lewes, butcher.—*Wm. Carter*, Brighton, lodging-house keeper.—*J. Seller*, Fulborough, near Petworth, tailor.—*Samuel Pearce*, Brighton, ironmonger.—*Vincent Silvani*, jun., Brighton, out of business.—*Jos. Langridge*, jun., Brighton, watch maker.—*J. Dunford*, Brighton, solicitor.—*J. Manley*, Battle, quartermaster in her Majesty's 36th regiment of foot on half pay.—*George Foord*, Brighton, out of business.—*John Tilstone*, Brighton, boot-maker.—*Alfred Collins*, Brighton, out of business.—*Geo. Yorke*, Webberton, out of business.—*James Parker*, Scaynes-hill, Lindfield, shoemaker.—*Henry Bartlett*, Brighton, furniture-broker.—*John Morris*, Lewes, gardener.—*Wm. Older*, Ipping-marsh, near Midhurst, broom-maker.—*Thos. Walker*, New Shoreham, whitesmith.—*Jane Tomsett*, Brighton, lodging-house keeper.

*Court-house, LIVERPOOL, July 22 at 10.*

*Mary Ann Taylor*, Liverpool, out of business.—*Robert Cliffe*, Liverpool, commission agent.—*John Edwards*, Liverpool, assistant silk-dyer.—*David Watson*, Liverpool, joiner.—*Saml. Kent*, Liverpool, agent for the sale of periodicals on commission.—*Wm. Taylor*, Liverpool, surgeon.—*Jos. Green*, Liverpool, book-keeper.—*John Croall*, Liverpool, carpenter.—*Wm. Hen. Lyness*, jun., Liverpool, out of business.—*Jos. Garlick*, Liverpool, assistant to a bookseller.—*Jos. Chadwick*, Liverpool, cabinet-maker.—*Robert Young Man Darracott*, Toxteth-park, near Liverpool, lieutenant in the Royal Navy.—*Louis Beere*, Liverpool, dealer in jewellery.—*James Lowe*, Liverpool, out of business.—*Geo. Baker*, Liverpool, out of business.—*Ed. Lea*, Liverpool, out of business.—*Jas. Smitton*, Toxteth-park, near Liverpool, carpenter.—*Mat. King*, Liverpool, master-mariner.—*Jos. Dawson*, Liverpool, out of business.—*John Lewis*, Liverpool, carter.—*Wm. Andrew*, Liverpool, surgeon.—*Jon. Naylor*, Liverpool, grocer.—*John Berry*, Liverpool, tea-dealer.—*Caspar Wolff Schlesinger*, Toxteth-park, Liverpool, house and estate agent.—*Geo. Moorcroft*, Liverpool, out of business.—*Edward Stamp*, Liverpool,

printer.—*Saml. Tilling*, Liverpool, brewer.—*John Warham*, jun., Liverpool, painter.—*Geo. Hilton*, Liverpool, labourer.—*Geo. Garbutt*, Liverpool, plasterer.—*Geo. Green*, Prescott, carter.—*Thos. Bibby*, Liverpool, coal-dealer.—*Jehoshaphat Preest*, Liverpool, cabinet-maker.—*John Duff*, Toxteth-park, near Liverpool, carter.—*Wm. Hill*, Toxteth-park, near Liverpool, stevedore.—*Sarah Lincoln*, Liverpool, lodging-house-keeper.—*Thos. Downey*, Liverpool, iron-moulder.—*Edward James*, Liverpool, out of business.—*Wm. Jones*, Liverpool, assistant to a sheriff's officer.—*Wm. N. Scott*, Liverpool, assistant druggist.

**Court-house, BODMIN, Cornwall, July 23 at 10.**

*Wm. Michell*, St. Ives, innkeeper.—*Wm. Webb*, Penzance, out of business.—*John Wilson*, Truro, tea-dealer.—*Abraham Chirgwin*, Newlyn, Paul, dealer in marine-stores.—*Hermion Semmons*, Truro, watch-maker.—*Thomas Wrenmore*, Bude, Stratton, corn-factor.—*Richard Dennis Rodda*, Penzance, bookseller.

**Court-house, NORTHAMPTON, (County), July 25 at 10.**

*Robt. E. Dexter*, Northampton, ironmonger.—*Ed. Heines*, Spratton, near Northampton, carpenter.—*Samuel Bolton*, Kettering, out of business.—*Abraham Powell*, Kialingbury, near Northampton, out of business.—*Chas. Linnell*, Abbey-end, Daventry, plumber.—*Robt. S. West*, Peterborough, hair-dresser.—*J. Stevenson*, Oldbury, Hales Owen, Shropshire, boatman.—*Thos. Stonebanks*, Northampton, carpenter.—*Jas. Hillyer*, Hartwell, near Northampton, publican.—*Richard Bradshaw*, Byfield, near Daventry, shoemaker.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Robert Mear*, Ashill, Somersetshire, post-office keeper, July 2, Pain's, Bridgewater: 2s. 1d. in the pound.—*Wm. Patten Brown*, Trowbridge, Wiltshire, purser in her Majesty's Navy, July 4, Robinson & Barlow's, Essex-st., Strand: 2s. 0½d. in the pound.—*R. Mear*, Farndon, near Newark-upon-Trent, miller, July 2, Caparn's, Newark-upon-Trent: 1½d. in the pound.—*Wm. de Lisle Nott*, Bristol, cheese-dealer, July 2, Hamlin's, Redhill, Bristol: 1s. 3½d. in the pound.—*Thomas Cooke*, Hatherlow, Chester, victualler, July 6, Owen & Gill's, Manchester: 3½d. in the pound, (in addition to a former of 9s.).—*Jas. Gibson*, Manchester, commission-agent, July 6, Calvert's, Manchester: 7½d. in the pound.—*Wm. C. Bousfield*, Deputy Registrar of the Bankruptcy Court, July 6, Jones's, King's Arms-yard, Coleman-st.: 1½d. in the pound.

#### MEETINGS.

*Jas. Wm. Wallack*, Oct. 31, Court-house, Portugal-street, Lincoln's-inn-fields, p. d.—*Jane Rossiter*, Salthill, Buckinghamshire, single woman, July 16 at 11, Meredith & Reeve's, New-square, Lincoln's-inn, sp. aff.

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# The Jurist

No. 287.

LONDON, JULY 9, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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LONDON, JULY 9, 1842.

THE very ancient jurisdiction of the Justices of Sessions, which has for no inconsiderable time been tottering in the estimation of the public, has at length received an almost stunning blow at the hands of the Legislature. Originally, it seems, Justices of the Peace had powers almost co-extensive with those of the Judges. By 34 Edw. 3, c. 1, their Courts were to be constituted of "one Lord, with three or four of the most worthy, together with more learned in the law," and had power to take, arrest, and chastise offenders, and to hear and determine, at the King's suit, *all manner of felonies and trespasses done in the county*, according to the laws and customs of the realm. "This statute, according to Lord Holt, (*Harcourt v. Fox*, 1 Show. edit. Leach, 507), made them complete Judges; they were to have a commission; they had authority to hold a Court; and thereby they were Judges of a Court of Record;" and they have been since held to have jurisdiction to try generally felonies and trespasses, with some few exceptions. "In the result," says a learned author on this subject, "it appears that the Quarter Sessions have power to try all indictable offences, whether offences at common law, or created by statute; with the exception of treason, misprision of treason, præmunire, forgery, and perjury at common law, and, perhaps, usury." (Dickinson's Guide, edit. Talfourd, p. 130).

And although in practice scarcely any of the higher order of crimes are tried at Sessions, the Justices very judiciously confining in general the exercise of their jurisdiction to cases of simple larceny, and crimes not exceeding that class in extent; yet the jurisdiction, until the statute just passed, has subsisted, and has occasionally been exercised, and while it gave great dignity and importance to the Quarter Sessions, gave them also greater power of doing mischief.

Of the crimes over which the Courts of Quarter Sessions had jurisdiction, a great many, and some of those over which they exercised it in practice, are now taken from them by the 5 & 6 Vict. c. 38, intituled "An Act to define the Jurisdiction of Justices in General and Quarter Sessions of the Peace." The Act recites, "that it is expedient that the powers of Justices of General and Quarter Sessions of the Peace, with respect to the trial of offences, be better defined;" and then proceeds to enact, firstly, that "neither the Justices of the Peace acting in and for any county, riding, division, or liberty, nor the Recorder of any borough, shall at any Session of the Peace, or at any adjournment thereof, try any person or persons for any treason, murder, or capital felony, or for any felony which, when committed by a person not previously convicted of felony, is punishable by transportation beyond the seas for life, or for any of the following offences, that is to say,"

1. Misprision of treason.
2. Offences against the Queen's title, prerogative, person, or government, or against either House of Parliament.
3. Offences subject to the penalties of præmunire.
4. Blasphemy, and offences against religion.
5. Administering or taking unlawful oaths.
6. Perjury and subornation of perjury.
7. Making or suborning any other person to make a false oath, affirmation, or declaration, punishable as perjury or as a misdemeanor.
8. Forgery.
9. Unlawfully and maliciously setting fire to crops of corn, grain, or pulse, or to any part of a wood, coppice, or plantation of trees, or to any heath, gorse, furze, or fern.
10. Bigamy, and offences against the laws relating to marriage.
11. Abduction of women and girls.
12. Endeavouring to conceal the birth of a child.

13. Offences against any provision of the laws relating to bankrupts and insolvents.

14. Composing, printing, or publishing blasphemous, seditious, or defamatory libels.

15. Bribery.

16. Unlawful combinations and conspiracies, except conspiracies or combinations to commit any offence which such justices or recorder respectively have or has jurisdiction to try when committed by one person.

17. Stealing or fraudulently taking, or injuring or destroying, records or documents belonging to any court of law or equity, or relating to any proceeding therein.

18. Stealing or fraudulently destroying or concealing wills or testamentary papers, or any document or written instrument being or containing evidence of the title to any real estate or any interest in lands, tenements, or hereditaments.

The 2nd and 3rd sections of the Act relate to the necessary powers to be given to the Judges of the Superior Courts, for effectually transferring to their jurisdiction the trial of crimes, the jurisdiction over which is taken from the Quarter Sessions by the Act, and the preliminary proceedings in respect of which have been instituted before the passing of the Act. The 4th section gives power to the Justices of the Peace to divide their Courts, so that where a chairman and deputy chairman are appointed, some of the justices may, with the assistance of the chairman, hear part of the business, while others, with the assistance of the deputy chairman, may hear other parts of the business.

It needs scarcely be observed, that this Act goes very far in reducing the jurisdiction of the Courts of Quarter Sessions, and must have the effect of very soon reducing them to the transaction, with a few exceptions, of comparatively trivial business. That the administration of Criminal Justice will be benefited by this transfer of a great part of the occupation of Courts of Session to the superior Courts is, we think, not very much to be doubted; the constitution of a Bench of County Magistrates being of such a nature as to render it, in the present state of the law, almost of its very nature incompetent to deal with all the graver classes of crime of a violent nature, in which, if not the life of the accused, at least his personal liberty for a lengthened period, is at stake; and also, with the whole class of cases of crime, involving in the question of its commission, investigations of law bordering upon the domain of the laws of property and of contract.

The mere absence of legal learning, which must characterise a body selected from among laymen, and that more on account of general respectability of character and personal importance in the county, than on account of predominant intellect, would be of itself no slight evil, where the business to be done is the determination of legal rights. But the absence of mere learning is perhaps even less pernicious than the absence of those judicial habits in the hearing of causes and the reception and application of evidence, which nothing but a long course of legal education and attendance upon courts can give. Persons not bred as lawyers find habitually a difficulty approaching almost to impossibility, in discharging from their minds all knowledge relating to the matter before them, except that which they

acquire judicially from the evidence. Hence, probably, the frequent complaints of unjust and absurd decisions at Sessions. And hence, we apprehend, will the diminution of the extent of their jurisdiction meet with approbation at the hands of the Profession as well as of the public. There will still be quite enough of jurisdiction left to occupy those Courts to the full extent of their learning and legal fitness, and they will be at the same time relieved from the necessity of the self-condemning practice, of not venturing to exercise the larger and more important part of their jurisdiction.

With regard to the construction of the Act just passed, it is impossible but that an act effecting such great changes in so laconic a mode, should fail to open many points for doubt and discussion, or to have in some measure effects probably not intended. For instance: the sixteenth exception from the jurisdiction of the Quarter Sessions is "unlawful combinations and conspiracies, except conspiracies or combinations to commit any offence which such Justices or Recorder respectively have or has jurisdiction to try, when committed by one person." We doubt not that the intention of this clause was to exclude the Quarter Sessions from trying a conspiracy for the commission of any offence, which of itself is in point of magnitude above the jurisdiction; but to permit them to try conspiracy for the commission of any offence, of itself of sufficiently trifling character to be within their jurisdiction. But this excluding clause will, we apprehend, have the effect of withdrawing from their jurisdiction a class of cases not falling within the ground of exclusion, and therefore not intended to be excluded; we mean all cases of conspiracy where the act conspired to be done is in itself not unlawful, and the crime is solely in the conspiracy, or the means of conducting it. Here, it is plain the Justices would not have jurisdiction to try the act conspired to be done, if it were done by a single individual; because then it would not be an offence at all; and as the Justices cannot try a conspiracy unless they could try the act conspired to be done, if done by a single individual, it seems that all conspiracies where the crime is merely in the conspiracy, or in the means of carrying it into effect, and not in the act, must be tried elsewhere than at sessions, although the means used might of themselves fall within the jurisdiction of the justices.

Again, with regard to the 13th clause of exclusion, cases will probably arise where the offence is an offence at common law, and also incidentally an offence against some provision of the laws relating to bankrupts and insolvents. Whether it is the intention of the act to take away the jurisdiction of magistrates in such cases, may become an arguable question.

Great, and we believe beneficial, changes will however be on the whole effected by this act; and it does not seem altogether unreasonable to imagine, that, if it has not been intended to do so, it will in fact pave the way to some plan for ingrafting on the jurisdiction of Justices of Quarter Sessions and Recorders, a jurisdiction in civil matters, in the nature of that local jurisdiction, which has been hitherto so frequently the subject of futile legislative schemes for local or county courts.

A LEARNED correspondent has favoured us with an elaborate argument in support of the claim of a judgment creditor who has taken possession under an elegit, without notice of prior equitable incumbrancers, to hold the land against such incumbrancers. We apprehend, that the point is too plain to be questioned. The novel part of Lord Cottenham's dictum in *Whitworth v. Gaugain*, (1 Cr. & Ph. 325; 5 Jur. 523), and that which has not met with the general acquiescence of the profession, is the doctrine, that a judgment creditor who has taken his judgment without notice of a prior equitable incumbrance on specific lands, may, *after he has notice of the incumbrance*, sue out execution and extend the lands, without any liability to equitable interference; the objection to his claim to do this being, that, according to some old authorities, a creditor cannot be regarded as having the security of specific lands in his contemplation when he takes a judgment, and therefore his equity to resort to those lands must be treated as inferior to the equity of an incumbrancer by direct charge; so that the case does not fall within the rule, that a Court of equity will not interfere to take away the legal estate in favour of one whose claim is founded on no better equity, but on priority merely. Upon this question we shall take an early opportunity of offering some further remarks. But where the creditor, before he receives notice of a prior claim, actually resorts to the security of the particular lands in dispute by suing out execution, there can be no pretence for treating his equity as being in any way inferior to or less specific than that obtained by the most direct and formal charge that can be made.

**ATTENDANCE AT THE JUDGES'S CHAMBERS.**—A Correspondent suggests, that, amidst the various improvements in the practice of the Courts, it is somewhat surprising to find that no effectual improvement has taken place to diminish the long-existing and universally complained-of inconvenience of attendance at the Chambers of the respective Judges. There can be no doubt that the Judges would willingly lend their aid to amend the present vexatious system of attending summonses, if some better mode were suggested to them. At the present time, and during a part of the long vacation, the attorneys and their clerks are uselessly kept waiting sometimes the whole day, and on other days for two or three hours together, before they can take their turn to go before the sitting Judge; and in many instances, the matter to be heard is of such a nature as to be disposed of by the Judge in a few seconds. Now, with a view to lessen the labour of the Judge, and to save much valuable time, our correspondent suggests that summonses for time to plead, for delivery of better particulars of plaintiff's demand, for admission of documents, and for taxation of costs, and such other matters as might be approved of by the Judges, should be heard and disposed of by one of the present Masters of each court, whose duty it should be to attend daily at the chambers of the respective Judges, in the same manner as the Masters in Chancery give their attendance at the public office. This arrangement would occupy the Masters but a short time, and would afford greater facility to the Judges to dispatch their other business. During the long vacation, the inconvenience is intolerable, for one Judge has to take on himself the burthen of the business of all the courts; and although he attends from ten o'clock in the forenoon till five o'clock in the afternoon, he is frequently unable to get through his summonses, many of which are necessarily adjourned till the following day. It is therefore to be hoped that some such improvement as is here suggested will soon be effected.

## ON BONDS AND OTHER CONTRACTS IN RESTRAINT OF TRADE.

It has been long laid down as a principle of law, that contracts in restraint of trade generally cannot be supported. In an early case, much cited in all the more modern ones, (*Mitchell v. Reynolds*, 1 P. W. 181, and 10 Mod. 130), in which the court determined in favour of a bond, reciting, that A. had taken a shop of B., who was a baker, for a certain term, and had given B. so much money for it, and conditioned to be void if during the term B. should not exercise the trade of a baker within the parish where the shop was, the court discussed the law on this subject at length, and laid down, that general restraints in trade over all England are void, whether by bond, contract, or promise; and that, whether relating to a man's own trade to which he is brought up, or any other trade; and that no man can contract not to use trade at all. (See 1 P. W. 187). The doctrine was put in that case on the twofold ground of the mischief to the party restrained, by the loss of his livelihood and the subsistence of his family, and the mischief to the public by depriving it of an useful member\*. Again, in *The Gunmakers' Company v. Fell*, (Willis, 388), the court said, referring to the case above cited—"The general rule is, that all restraints of trade, (which the law so much favours), if nothing more appears, are bad." And without going through the whole list of cases in which this doctrine has been recognised as law, it may be sufficient to refer to the recent case of *Ward v. Byrne*, (5 Mee. & W. 548), in which the court, holding that a bond entered into by the defendant, prevented him (if valid) generally from setting up in business on his own account as a coal merchant, or being employed by any other person in that business for a certain time limited in the bond, held as a consequence that the bond was void in law, as this would be a restriction unlimited in point of space. "The parties," said Lord Abinger, C.B., "stand thus—The defendant served the plaintiff in his capacity of a coal merchant, probably to keep his accounts; and if the plaintiff had limited the restraint to his accepting any office as clerk to a coal merchant within a given distance, *so as not to prejudice the plaintiff*, that might have been reasonable. But the construction which the court have put upon the contract is, that he (the defendant) is not to become a coal merchant, or serve one in any capacity whatever for the space of nine months. This restriction extends to all parts of England, and to every species of engagement by which this person during that time could gain a livelihood by his trade. What protection could the plaintiff require to an extent like this? Can it be supposed the plaintiff's trade could be prejudiced by this man's entering into the service of a coal merchant in Scotland? . . . The obligation which the defendant undertakes by his bond is, that he neither shall be nor serve a coal merchant in any capacity for nine months. That goes so far beyond what the plaintiff could require, that it is an unreasonable restriction. It is void on both grounds." And per Parke, B.—"The question is, whether the restraint is not void as being against the general policy of the law. The principle on which these cases stand is laid down in *Mitchell v. Reynolds*, that the public have an interest in every person

\* The soundness of this reasoning may be much questioned; for if a man contracts for an adequate consideration not to pursue a trade, he does not deprive himself of his livelihood or his family of subsistence, any more than the owner of land does when he sells his land and obtains the price of it; nor can the public be said to lose the services of an useful member, for the effect of the transaction is in substance merely to take A. out of a particular mode of serving the public, and replace him by B.



carrying on his trade freely, and therefore a general restraint of trade is void on a principle of public policy, when entered into by bond or by simple contract." And further: "It seems to me that there is no authority in favour of the position that there can be a general restriction limited only as to time\*. It might therefore now be considered, but for a very recent case which we will next notice, that any agreement by which a party affects to bind himself not to carry on trade, either with or without limit as to time, is void if it be not limited as to locality. But in *Whittaker v. Howe*, (3 Beav. 383), Lord Langdale, M. R., held an agreement by a solicitor for valuable consideration not to practise as solicitor in any part of Great Britain for twenty years without the consent of the plaintiff valid, and his Lordship accordingly restrained the defendant from practising as an attorney or solicitor in any part of Great Britain, in his own name or in the name of any other person, and from endeavouring to induce any persons clients of the plaintiff to cease or abstain from employing the plaintiff as their attorney or solicitor. It does not appear that *Ward v. Byrne* was cited to his Lordship; but the cases and dicta most relied upon in *Ward v. Byrne* were cited. There were several points made in the case, but on the principal one, of the validity of the agreement, Lord Langdale thus expressed himself: "The agreement is alleged to be void as being in restraint of the exercise of trade or profession. In the cases which have occurred, I have not observed any distinction taken between trades and professions. But the distinction between different sorts of trades or professions has been taken and appears to be material. In this case a valuable consideration being given, the question is, whether the restraint intended to be imposed on Mr. Howe is reasonable. The words of Chief Justice Tindal, in *Horner v. Graves*, (7 Bing. 743), may be safely adopted: 'We do not see how a better test can be applied to the question, whether this is or is not a reasonable restraint of trade, than by considering whether the restraint is such only as to afford a fair protection to the interests of the party in favour of whom it is given, and not so large as to interfere with the interests of the public. Whatever restraint is larger than the necessary protection of the party (requires) can be of no benefit to either; it can only be oppressive, and if oppressive, it is in the eye of the law unreasonable. Whatever is injurious to the interests of the public is void on the grounds of public policy.'

"Now, whatever may be the talents, knowledge, and experience of Mr. Howe, and I am disposed to rate them highly, I cannot say that in my opinion, the public interest will be in any way interfered with or affected, by his not being allowed to practise as an attorney and solicitor in Great Britain for twenty years without the consent of Mr. Whittaker.

"The question therefore is, whether the restraint ought to be considered as reasonable in this particular case. The business is that of an attorney and solicitor, which, to a large extent, may be carried on by correspondence or by agents; and as to which it has already been decided, that a restraint of practice within a distance of

150 miles was not an unreasonable restraint. It was decided in the case of the surgeon dentist, where the occupation required the personal presence of the practise and the patient at the same place, that a restraint of practice within a distance of 100 miles was an unreasonable restraint.

"Agreeing with the Court of Common Pleas, that in such cases 'no certain precise boundary can be laid down within which the restraint would be reasonable and beyond which excessive;' having regard to the nature of the profession, to the limitation of time, and to the decision that a distance of 150 miles does not describe an unreasonable boundary, I must say, as Lord Kenyon said in *Davis v. Mason*, 'I do not see that the limits are necessarily unreasonable, nor do I know how to draw the line.'

"At present, therefore, I cannot come to the conclusion that this agreement is void; and I do not think that this court can refuse to grant an injunction to restrain the violation of a contract or covenant, because there may be some part of the agreement which the court could not compel the defendant specifically to perform."

The Master of the Rolls appears therefore to have considered that the rule is, not merely that a general restriction on trade is void, but that every restriction on trade is void, subject to this, among other exceptions, that if it can be shewn that the particular restriction before the court is not de facto injurious to the public, and is not unreasonable, as regards the protection of the contracting party, having regard to the nature of the business to which the restriction applies, then the general rule does not apply, and the contract may be supported.

In this view of the case, *Whittaker v. Howe*, although at first sight it seems inconsistent with the cases in general, and in particular with *Ward v. Byrne*, will be found perhaps not to impugn the authority of that case; for although in *Ward v. Byrne*, the circumstances, so far as regards time and locality, were of exactly the same nature as in *Whittaker v. Howe*, yet, in *Ward v. Byrne*, it would seem, by what fell from the judges, that the determination was partly grounded on this—that the restriction, to the extent to which it was carried, was not necessary for the protection of the contracting party, and therefore there was nothing to displace the application of the maxim, that, as tending to the withdrawal of the restricted party from serving the public, and as tending to preclude him from using his trade as a means of subsistence, it was against public policy.

It cannot however be denied that the case of *Whittaker v. Howe* to some extent modifies, if it does not actually clash with the doctrine of preceding cases, and unless that case is overruled, the principle must now, as we apprehend, be considered this—that a restriction upon trade generally, without any limit as to locality, is bad, unless the nature of the business to which it refers is such, that the protection of the contracting party may require so extensive a restriction, and that the public interest may not be damaged by the withdrawal of the services of the individual restrained.

That there are many exceptions to the general rule in respect of special restrictions on trade, whether as to particular customers or particular localities, is also well settled on authority. We shall reserve the consideration of these special restrictions to a future number.

C. D.

\* It should be observed, that in this case a case was cited from the Year Book, (2 H. 5, pl. 26), as determining that a bond not to carry on the trade of a dyer for half-a-year was void. But on examining that case, it does not appear that the restriction was general. The condition was, that if the defendant should not use his trade of a dyer in the town where the plaintiff, &c., for half-a-year, the bond should be of no force. . . . The words in the Year Book are "sur condition q si le def ne usent my son art de dier's craft deins le ville ou le plaintiff, &c., per certain temps, &c." The case therefore determined, not that a general restriction of trade is void, but that it is clearly at this day not law, viz. that a restriction against carrying on trade for a limited time in a particular place, is void.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—Henry Edward Ridgway, of Manchester; Robert James Sykes, of Nottingham.



## Imperial Parliament.

## HOUSE OF LORDS.

Thursday, July 7.

The Tithe Commutation Act Amendment Bill went through committee, was reported with amendments, and ordered to be printed as amended.

The Lord Chancellor gave notice of motion for Tuesday next, for the second reading of the Bankruptcy Law Amendment Bill.

Lord Cottenham gave a similar notice for the second reading of the Bankrupt Law Amendment Bill, the Local Courts Bill, and the Bankruptcy, Insolvency, and Lunacy Bill.

## London Gazettes.

TUESDAY, JULY 5.

## DECLARATION OF INSOLVENCY.

LEWIS DURLACHER, Old Burlington-st., St. James's, Westminster, dealer in pictures.

## BANKRUPTS.

EDWARD POORE, Bampton, Devonshire, druggist and stationer, Aug. 2 and 16 at 12, Old London Inn, Exeter: Sols. Bishop & Pitts, Exeter; Harris, 5, Stone-buildings, Lincoln's-inn.—Fiat dated June 25.

JOHN SMITH, Hoo-mill, Haselor, Warwickshire, miller, July 20 and Aug. 16 at 11, White Hart Inn, Evesham: Sols. Bartlett, Birmingham; Holme & Co., New-inn.—Fiat dated June 25.

JAMES JOHNSON, Manchester, quilling manufacturer, July 18 and Aug. 16 at 12, Commissioners'-rooms, Manchester: Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, 3, Elm-court, Middle-temple.—Fiat dated June 7.

ROBERT HENTIG, Kingston-upon-Hull, merchant, July 16 and Aug. 16 at 11, George Inn, Kingston-upon-Hull: Sols. Dryden & Co., Hull; Walmsley & Co., 43, Chancery-lane.—Fiat dated June 28.

TOMAS ASPINALL, Clarkbridge-mill, Southowram, Halifax, Yorkshire, worsted spinner, July 29 at 3, and Aug. 16 at 2, White Lion Inn, Halifax: Sols. Lewis & Alexander, Halifax; Emmett & Allen, 14, Bloomsbury-sq.—Fiat dated June 28.

JOHN ROBINSON, Dandalk, Louth, Ireland, commission merchant, July 16 and Aug. 16 at 1, Clarendon-rooms, Liverpool: Sols. Stockley & Thompson, Liverpool; Weeks, Cook's-court, Lincoln's-inn.—Fiat dated June 30.

GEORGE HAWLEY, Goole, Yorkshire, coal merchant, July 18 and Aug. 16 at 11, Guildhall, Doncaster: Sols. Shepherd, Barnsley; Perkins, 15, Gray's-inn-sq.—Fiat dated June 10.

GEORGE RENNOLDSON, South Shields, Durham, miller, July 25 and Aug. 16 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Ingledew, Newcastle-upon-Tyne; Williamson & Hill, Gray's-inn.—Fiat dated June 20.

CHARLES RATHERHAM, Birmingham, builder, July 12 and Aug. 16 at 12, Waterloo-rooms, Birmingham: Sols. Tyndall & Son, Birmingham; Rowland & Young, White Lion-court, Cornhill.—Fiat dated June 30.

RICHARD FOSTER WATKINSON and WILLIAM HAIGH, Huddersfield, Yorkshire, woollen cloth merchants, July 29 and Aug. 16 at 12, Pack Horse Inn, Huddersfield: Sols. Stephenson & Co., Holmfirth, near Huddersfield; Battey & Co., 20, Chancery-lane.—Fiat dated June 14.

## MEETINGS.

John Bowring and Wm. Garrard, Exmouth-st., Clerkenwell, linen-draper, July 22 at 2, Court of Bankruptcy, last ex. J. Bowring.—George Booth, Princes-st., Lambeth, lime-burner, July 15 at half-past 10, Court of Bankruptcy, last ex.—James Greenlee, Friday-st., Cheapside, shawl warehouseman, July 12 at half-past 1, Court of Bankruptcy, last ex.—Wm. Filmer and W. S. Gooding, Osborne-st., Whitechapel, brewers, July 12 at 2, Court of Bankruptcy, last ex.—E. H. Waller and Wm. Waters, Chestow, Monmouthshire, timber merchants, July 26 at 11, King's Head Hotel, Newport, last ex.—J. P. Clarke and O. Lewis, Crown-court, Threadneedle-st., newspaper and advertisement agents, July 28 at 12, Court

of Bankruptcy, and. ac.—Saml. Garcia, Brydges-st., Covent-garden, shell fishmonger, July 28 at 1, Court of Bankruptcy, and. ac.—Joseph Hayward, Manchester, bookseller, July 30 at 10, Commissioners'-rooms, Manchester, and. ac.; at 11, div.—John Bridge, Shepton Mallet, Somersetshire, grocer, Aug. 3 at 11, Mitre Inn, Wells, and. ac.—Joel Gardiner, Cathay, Bristol, common brewer, Aug. 5 at 12, Commercial-rooms, Bristol, and. ac.—M. Potter and John Lever, Manchester, commission agents, July 27 at 10, Commissioners'-rooms, Manchester, and. ac.—Henry Duckett, Ramsgate, Kent, carpenter, Aug. 16 at 9, Royal Oak Inn, Ramsgate, and. ac.—Thos. Renny and Wm. Brown, Liverpool, oil-cloth manufacturers, Sept. 14 at 12, Atkinson's, Liverpool, and. ac.—John Brook and Thos. Brook, Stourbridge, Worcestershire, drapers, July 28 at 11, Court of Bankruptcy, div.—E. Smith, Southampton, grocer, July 26 at 2, George Inn, Southampton, and. ac.; at 3, div.—Thos. W. Kirkbride, Nantwich, Chester, brewer, July 27 at 1, King's Arms, Middlewich, and. ac.; at 2, fin. div.—Nath. Litherland, Liverpool, merchant, July 30 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—James Weldon, Kidderminster, Worcestershire, and Bell's-buildings, Salisbury-sq., London, feather merchant, July 30 at 11, Black Horse Inn, Kidderminster, and. ac.; at 12, div.—Jos. Ankers, Birmingham, grocer, July 26 at 1, Waterloo-rooms, Birmingham, last ex. and and. ac.; at 2, div.—John Tarleton, Gloucester-pl., merchant, July 27 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—Edw. Jeffery, Exeter, builder, August 1 at 12, Old London Inn, Exeter, first and fin. div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before July 26.

David Howarth, sen., David Howarth, jun., and Robert Howarth, Rochdale, Lancashire, iron founders.—J. A. Cater, Hertford, brewer.—Sam. Garcia, Brydges-st., Covent-garden, shell fishmonger.—Edward Keys, Hanley, Staffordshire, china manufacturer.—Dominick Pope, New York, United States of America, and Fenchurch-st., London, merchant.—Chas. Dod, Riches-court, Lime-st., ship broker.—Edward Smith, Southampton, grocer.—Robert Lundie, Kingston-upon-Hull, wine merchant.—Jas. Salter, Bristol, patten and clog maker.—J. Courtney, Brecon, Brecknockshire, druggist.—John Heaward, Portwood, within Brinnington, Stockport, Chester, cotton hedd yarn manufacturer.—Wm. Storey, Sheffield-park, Sheffield, pawnbroker.—Rich. E. Lee, Craven-buildings, Drury-lane, printer and publisher.—Thos. John Winter, Tottenham-court-road, bill broker and discount.

## FIAT ANNULLED.

Jas. Monteith, Totness, Devonshire, mercer.

## PARTNERSHIPS DISSOLVED.

Chas. Cooper and George Wray, Manchester, attorneys and solicitors.—John Rich. Travis and John Cook, Scarborough, Yorkshire, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

Rob. Bowes, Glasgow, joiner.—Geo. Forsyth, Coatbridge, merchant.—Donald McGregor, Tradeston of Glasgow, inn-keeper.—Jas. Moncur, Haughend by Dunkeld, distiller.—J. Thomson, Leith, corn merchant.—Campbell and Brown, Edinburgh, tailors.

## INSOLVENT DEBTORS.

Saturday, July 2, 1842.

The following Assignments have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

Edw. Tomlinson, King-st., Soho, shoemaker, No. 6014 C.; Wm. Grane, new assignee, in the room of John Tomlinson, deceased.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Friday, July 29 at 9.

Wm. Stone, Great Windmill-st., Haymarket, fruiterer.—Thomas Butler, Straitsmouth, Greenwich, licensed retailer of beer.—James Wm. Mill, Granby-st., Hampstead-road, clerk in the Legacy Duty-house, Somerset-house, Strand.—Henry Quasted, Cross-st., Islington, licensed to sell beer by retail.—Dav. Livingston, Bishopgate-street-within, bread and biscuit baker.—Wm. P. Crate, Alpha-cottages, Alpha-rd., Regent's-park, out of business.—Hen. Blame Moore, Sparrow-corner, Minorities, greengrocer.—Joshua Bannister, Mile-end-road, St. Dunstan's, Stepney, in no business.—Mary Farrer, widow, Dorset-sq., New-road, out of business.—Wm. Smith, Groves-

terrace, Brompton, veterinary surgeon.—*Jos. Jordan*, Horley, Surrey, labourer.—*Dom. Fialaison*, Lyon's-inn, Strand, clerk in the National Debt-office, Old Jewry.

July 30, at the same hour and place.

*Henry Nath. Frost*, Woodstock-st., Bond-st., Oxford-st., machinist.—*Alexander Symons*, Winchester-pl., Southwark-bridge-road, engineer.—*John C. S. Pawle*, Regent-st., Kensington, out of business.—*Geo. Wellensley Cole*, Tooley-street, Southwark, shopman.—*Thos. Hall*, Claremont-cottage, Her-sham, Surrey, engineer.—*John Harris*, Little Windmill-st., Eaton-st., New-cut, Lambeth, carman.—*Wm. Tilby*, King's-pl., Blackman-st., Southwark, millwright.—*Fran. Greatrex*, Liverpool-road, Islington, dealer in horses.—*Matt. Clement*, Turner-st., Commercial-road, Stepney, out of business.—*Robt. Harper*, Bell-yard, Lincoln's-inn, law stationer.—*George Wingfield*, Vauxhall-walk, Vauxhall, Lambeth, varnish maker.—*Phil. V. Gambier*, Leigh-st., Burton-crescent, St. Pancras, barrister at law.

Court-house, WELCH POOL, Montgomeryshire, July 26 at 10.

*Edwd. Lodwick*, Harleen, Llandimid, shopkeeper.—*Thos. Jones*, Frongreen, Llanallagan, farmer.—*Thomas Williams*, Newtown, flannel manufacturer.—*Jos. Mansfield*, Garthruyl, Berrier, lime-dealer.—*William Maurice Griffith*, Llangynog, miner.

Court-house, RUTHIN, Denbighshire, July 28 at 10.

*Wm. Hilditch*, Denbigh, chemist.—*David Roberts*, Bryndedwydd, Llan saint firmid, Glan Conway, stone-mason.—*J. Jones*, Potty, Llanrhaidr, Cumberch, farmer.—*Saml. Warburton*, Wrexham, malt-maker.—*Thomas Davies*, Wrexham, dealer in fish.—*Timothy Thomas*, Wrexham, wheelwright.

Court-house, WARWICK, (County), July 27 at 10.

*Wm. Voice*, Handsworth, Staffordshire, labourer.—*David Levi*, Birmingham, general dealer.—*Jos. Stubbs*, Birmingham, whip manufacturer.—*Thos. Hayes*, Birmingham, printer.—*Wm. Hort*, Birmingham, foreman to a tailor.—*Ed. Hayes*, Knowle, Hampton in Arden, butcher.—*William Robinson*, Rugby, butcher.—*Jas. Ashworth*, Attleborough, Nuneaton, stone-mason.—*Michael Jaffa*, Birmingham, out of business.—*John Thorneioe*, Birmingham, coachman.—*Wm. Brazenor*, Birmingham, brewer.—*Henry W. Smith*, Cabbington, near Leamington, out of business.—*Francis Higginbotham*, Birmingham, butcher.—*Samuel Clifton*, sen., Berkeswell, linen-weaver.—*Wm. Curzon*, Birmingham, plaster.—*Jos. Jackson*, Tamworth, labourer.—*John Smith*, Birmingham, policeman.—*Philip Emery*, Birmingham, earthenware dealer.—*William Litchfield Wagstaff*, Aston, near Birmingham, commercial-traveller.

Court-house, EXETER, (City), July 28 at 10.

*Thomas Bury*, Exeter, common-carrier.—*Edwin Shooter*, Exeter, earthenware dealer.—*Geo. Cottrell*, Exeter, baker.—*Wm. Middleton*, Exeter, blacksmith.—*Wm. Wills*, Exeter, gentleman's servant.—*Wm. Babb*, Exeter, builder.

Court-house, EXETER, Devonshire, July 28 at 10.

*Wm. Dyer*, Plymouth, baker.—*Henry Dean*, Sidmouth, blacksmith.—*John Robins*, Knackersknowle, Egg Buckland, attorney at law.—*Wm. Adams*, Dartmouth, maltster.—*John Holland*, Plymouth, cabinet maker.—*Wm. Cummings*, Barnstaple, tea-dealer.—*Ed. Cockram*, Molland, labourer.—*Geo. Gillard*, Plymouth, out of business.—*Wm. Hunt*, East Stone-house, out of business.—*Thos. Hartnoll*, Totness, out of business.—*Richd. Anthony*, Dartmouth, grocer.—*Wm. Philpe*, Flishacre, Ipplesea, tanner.—*Walter A. Ridgman*, Tavistock, veterinary surgeon.—*Wm. Henry Thompson*, jun., Exeter, gentleman.—*John Watts*, Pitton, blacksmith.—*Chas. Westbrook*, Newton Abbott, innkeeper.—*Jos. Isaac*, Plymouth, plumber.—*Arthur Young*, Chudleigh, chemist.—*Henry Luson*, Northtawton, out of business.—*Geo. Merrifield*, Tavistock, tallow-chandler.—*Thos. Brook*, Colascott, West Pufford, farmer.—*Jas. Bindon*, Barincombe, labourer.—*Robt. Prickman*, Tiverton, veterinary surgeon.—*Thos. Tumbling*, Dupath Callington, Cornwall, labourer.—*Sam. Geach*, Devonport, keeper of a beer-shop.—*Frederic Wm. E. Fearnle*, Tiverton, gentleman.—*Wm. Lidstone*, Tredit-wood, West Alvington, quarryman.—*Thomas Easterbrook*, Tiverton, innkeeper.—*R. Hancock*, Barnstaple, butcher.—*Geo. Syme*, Torquay, auctioneer.—*John S. Milward*, Newton Abbott, wheelwright.—*Thos. Smith*, Plymouth, hatter.

INSOLVENT DEBTORS' DIVIDENDS.

*John Broom*, Exeter, watch-maker: 1s. 7½d. in the pound.

—*Wm. Smith*, Halifax, Yorkshire, upholsterer: 11½d. in the pound.—*Chas. Chadwick*, Burslem, Staffordshire, mercer 3s. 7½d. in the pound.—*Isaac Sharland*, Oxford-terrace, Lyncombe, Somersetshire, tailor: 8½d. in the pound.—*Jam. Layton*, Shooters'-hill, Kent, clerk in the General Post office: 1s. 5d. in the pound.—*Henry Mallett*, Market-hill Woodbridge, Suffolk, watch-maker: 7s. 10d. in the pound.—*Isaac Hearneden*, Greenwich, Kent, clerk in the Customs 1s. 4d. in the pound.—*Thos. Saint George Lyster*, Devon shire-st., Paddington, captain in the army: 2s. 11d. in the pound, also a further dividend of 5s. 9d. in the pound.—*Jas. Corney*, Andover-house, King's-road, Fulham: 1s. 6½d. in the pound.—*Jon. Lock*, Union-place, Great Union-st., South wark, traveller to a tea-dealer: 1s. 1d. in the pound.—*Wilkinson Ayre*, Kingston-upon-Hull, victualler: 2s. 8d. in the pound.—*Wm. Allen*, Chichester-place, Gray's-inn-road, servant to a green-grocer: 11½d. in the pound.

Application at the Provisional Assignee's Office, Portugal-st. Lincoln's-inn-fields, between the hours of 10 and 1.

*Edmund L. Pym*, Plymouth, attorney-at-law, July 14, Whiteford & Bennett's, Plymouth: 6s. in the pound.—*Stephen Hewson*, Lowgate, Hull, straw-hat manufacturer, July 6, Bower's, Sheffield: 1s. 5½d. in the pound.—*Geo. L. Page* and *Joseph Henry Page*, Queen-st., Cheapside, printers, July 13, Holk's, Chatham-place, Blackfriars: 1s. 6½d. in the pound.—*Matthew Todd*, Lindale, near Dalton in Farness, Lancashire, butcher, July 9, Barton's, Ulverstone, Lancashire: 1s. in the pound.

#### MEETING.

*Samuel Jones*, Manchester, licensed victualler, July 21 at 10, Whitworth's, Manchester, sp. aff.

FRIDAY, JULY 8.

#### DECLARATIONS OF INSOLVENCY.

CHRISTOPHER BRAYSHAW, Great Castle-st., Regent-st., tailor.

DAVID LOW, Adam's-st., Old Broad-st., merchant.

GEORGE LAMERTE, Providence-row, Finsbury, blacking manufacturer.

#### BANKRUPTS.

JOHN HAWKINS, Holyport, Berkshire, farmer, July 14 at 11, and Aug. 19 at 2, Court of Bankruptcy: Off. As. Belcher; Sol. Rushbury, 5, William-st., Pentonville.—Fiat dated July 7.

JOHN PRITCHARD GRAVES, Mortimer-st., Cavendish-sq., auctioneer and broker, July 14 at 3, and Aug. 19 at 12, Court of Bankruptcy: Off. As. Belcher; Sol. Harrison, Walbrook, City.—Fiat dated July 5.

JOHN HOOPER, Austin-frims, and Regent-st., Waterloo-place, tea-dealer and carriage-dealer, July 21 and Aug. 19 at 1, Court of Bankruptcy: Off. As. Graham; Sol. Hardy, 89, Chancery-lane.—Fiat dated July 4.

DAVID PAU, Red Lion-wharf, Upper Thames-st., and Craven-place, Bayswater, coal-merchant, July 18 at half-past 10, and Aug. 19 at 11, Court of Bankruptcy: Off. As. Turquand; Sols. Manning & Son, 2, Dyer's-buildings, Holborn.—Fiat dated July 1.

GEORGE THOMAS FORTIN JOHNSON, Norwich, chemist and druggist, July 18 and Aug. 19 at 2, Royal Hotel, Norwich: Sol. Taylor, Norwich.—Fiat dated May 31.

JAMES BROOKBANKS, Dudley, Worcestershire, mercer and draper, July 20 and Aug. 19 at 10, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, Lincoln's-inn-fields.—Fiat dated July 4.

SAMUEL EVANS, Oswestry, Shropshire, linen and woollen draper, July 19 and Aug. 19 at 3, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, Lincoln's-inn-fields.—Fiat dated July 1.

HAMILTON WOOD, Manchester, and Watling-st., London, stuff and mousline de laine merchants, July 20 and Aug. 19 at 12, Commissioners'-rooms, Manchester: Sols. T. and J. Lee, Leeds; Stevens & Co., Queen-st.—Fiat dated June 30.

THOMAS WILSON and WILLIAM WILSON, Manchester, hat trimming manufacturers, July 25 and Aug. 19 at 2, Commissioners'-rooms, Manchester: Sols. Bagshaw & Stevenson, Manchester; Johnson & Co., Temple.—Fiat dated July 1.

**JAMES JOHNSON**, Manchester, quilting manufacturer, July 23 and Aug. 19 at 2, Commissioners'-rooms, Manchester: Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, Elm-st., Middle Temple.—Fiat dated June 7.

**JOHN SPARHAM**, Foston, Suffolk, miller and maltster, July 12 and Aug. 29 at 12, Globe Inn, Bury St. Edmunds: Sols. Wing, Bury St. Edmunds; Chilton & Ackland, 7, Chancery-lane.—Fiat dated June 22.

#### MEETINGS.

**Edward Scholefield**, Watling-st., warehouseman, July 25 at 12, Court of Bankruptcy, pr. d.—**T. B. Milnes** and **Robt. Owen**, Nottingham, brass founders, July 26 at 2, George the Fourth Hotel, Nottingham, ch. ass.—**James Bradshaw** and **George Williams**, Marylebone-st., Piccadilly, woollen drapers, July 12 at 2, Court of Bankruptcy, last ex.—**Stephen Hobday**, Woolwich, Kent, tallow chandler, July 22 at 11, Court of Bankruptcy, last ex.—**Thos. Brettell**, Rupert-st., Haymarket, printer, July 21 at half-past 2, Court of Bankruptcy, last ex.—**Thos. Chapman**, jun., Cheneis-st., Tottenham-court-road, and Great George-st., Euston-sq., dairyman, July 21 at 12, Court of Bankruptcy, last ex.—**David Hamay**, Cavendish-sq., banker, July 21 at 11, Court of Bankruptcy, last ex.—**D. S. Walker**, Great St. Helens, London, India rubber manufacturer, July 18 at 11, Court of Bankruptcy, last ex.—**James Simons**, **John Simons**, and **John Pine**, Battersea, Surrey, and Stoney-st., Southwark, manufacturers of prussiate of potash, July 12 at 1, Court of Bankruptcy, last ex.—**R. Russell**, Kingston-upon-Thames, Surrey, upholsterer, July 23 at 11, Court of Bankruptcy, last ex.—**Joseph Hurley**, Woburn, Bedfordshire, plumber and glazier, July 30 at 11, Swan Hotel, Bedford, last ex.—**William Henry Smith**, Manchester, hop merchant, July 11 at 11, Star Hotel, Worcester, last ex.—**David Bolton**, Kingston-upon-Hull, corn merchant, August 6 at 11, George Inn, Kingston-upon-Hull, last ex.—**Arthur Jerritt**, Castle-st., Southwark, hat manufacturer, July 29 at 1, Court of Bankruptcy, aud. ac. and div.—**Samuel P. Gladstone**, Crisp-st., East India-road, Poplar, shipwright, July 29 at 11, Court of Bankruptcy, aud. ac.—**John Wm. Horend**, Paradise-st., Lambeth, builder, July 29 at 12, Court of Bankruptcy, aud. ac.; at half-past 12, div.—**Geo. Levi**, Pinners'-hall, Great Winchester-st., London, and Portsea, Southampton, merchant, July 29 at 1, Court of Bankruptcy, aud. ac.; at half-past 1, div.—**Mary Wardall**, Carey-street, Lincoln's-inn, lodging-housekeeper, July 29 at 2, Court of Bankruptcy, aud. ac. and div.—**Rd. Brownlow**, White-street, Finsbury, silk dresser, July 30 at half-past 11, Court of Bankruptcy, aud. ac. and div.—**Jas. H. Arnold** and **Wm. Hen. Woollett**, Clement's-lane, ship and insurance agents, July 30 at half-past 12, Court of Bankruptcy, aud. ac.; at half-past 1, div. joint and sep. est.—**Geo. Green**, Manchester, engineer, Aug. 1 at 11, Commissioners'-rooms, Manchester, aud. ac. and div.—**W. Walker** and **Jas. Gray**, Leeds, wool-staplers, Aug. 5 at 10, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 11, div.—**Geo. O. Brown**, Sheffield, timber merchant, July 30 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—**Gen. Barnard**, Portsea, Hampshire, coal merchant, Aug. 3 at 1, Tottardell's Commercial Hotel, Portsea, aud. ac.; at 2, div.—**William Donald**, Brighton, Sussex, furrier, Sept. 23 at 12, Town-hall, Brighton, aud. ac. and first and fin. div.—**Thomas Renny** and **Wm. Brown**, Liverpool, oil-cloth manufacturers, Sept. 14 at 1, Atkinson's, Liverpool, div.—**W. Cocking**, Beeston, Sandy, July 30 at 11, George Inn, Bedford, fin. div.—**David Bidmead**, Broad-st., Cheapside, warehouseman, July 30 at 11, Court of Bankruptcy, aud. ac. and div.—**Benj. Read**, Cornmarket, Worcester, wine merchant, July 29 at 2, France's, Worcester, aud. ac.; at 3, div.—**Edward Blake**, Devonport, Devonshire, draper, Aug. 6 at 10, Weakley's Hotel, Devonport, aud. ac.; at 11, fin. div.—**John East**, Kingsthorpe, Northampton, carpenter, Aug. 1 at 1, Peacock Inn, Northampton, aud. ac.—**J. Thompson**, Blackburn, Lancashire, powerloom cloth manufacturer, Aug. 1 at 11, Town-hall, within Preston, aud. ac.—**Jas. Lock**, Northampton, tea dealer, Aug. 1 at 11, Peacock Inn, Northampton, aud. ac.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before July 29.

**John Boast**, Webb's County-terrace, New Kent-road, Southwark, apothecary.—**Chas. Richardson**, Bramley, Surrey, builder.—**Chas. Crook**, George-yard, Long-acre, livery-stable keeper.—**Thos. Lee**, Battye-mill, near Mirfield, Yorkshire, boat-builder.—**W. Morrison**, Globe-street, Wapping, cooper.

—**Jas. Alexander**, Leadenhall-street, musical wind-instrument maker.—**Bailey Hilyard**, Bristol, coal merchant.—**Thomas Parker**, Brampton, Cumberland, butcher.

#### FIATS ANNULLED.

**John Ellison**, Leeds, Yorkshire, nail manufacturer.—**Richd. Catlin**, Leicester, glazier.

#### SCOTCH SEQUESTRATIONS.

**Patrick Jos. Maxwell**, Finlarig House, near Killin, Perthshire, trader.—**Wm. Dickie**, Girthill, Ardrossan, farmer and cattle dealer.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Monday, Aug. 1 at 9.

**John Murray**, Duke's-row, New-road, St. Pancras, out of business.—**Stephen Carter**, Twickenham, gardener.—**Spencer Lee**, Cannon-st., St. George's East, dyer.—**Henry Solomon**, Portland-place, Borough-road, Southwark, general dealer.—**Robt. Fancourt**, South-row, New-road, blind maker.—**Bishop Sharpe**, Greenwich, booth keeper at fairs.—**Chas. B. Transveller**, George-st., Portman-square, author.—**Jas. F. Vicary**, Lant-st., Borough, out of business.—**Arthur Ryder**, Dalston, cotton merchant.—**Sarah Whiddon**, widow, London-house-yard, St. Paul's Church-yard, out of business.—**Job Matthews**, Frederick-place, Brewer's-green, Westminster, out of business.—**Francis Moore**, Kennington-oval, Surrey, out of business.

Aug. 2, at the same hour and place.

**Arthur L. Spencer**, Princes-st., Fore-st., Lambeth, dealer in marine-stores.—**Wm. Ray**, Margaret-place, Hackney-fields, Hackney-road, carpenter.—**William A. James**, Bayn's-row, Clerkenwell, out of business.—**John Chas. Ball**, Mumford-yard, Park-place, Kennington-cross, Surrey, assistant to a livery-stable keeper.—**Wm. Pakeman**, Uxbridge, baker.—**C. Wm. R. Rickard**, Regent-st., Vauxhall-bridge-road, engineer.—**Geo. Stephens**, Devonshire-st., Queen's-square, Bloomsbury, clerk in the Legacy Duty Office.—**Geo. Stevens**, Bury-st., Bloomsbury, confectioner.—**Francis Galloway**, Tibberton-sq., Lower-road, Islington, attorney's clerk.—**Hen. Wm. Gilbert**, Priory-place, Priory-road, Wandsworth-road, Surrey, omnibus driver.—**John Wm. Astley**, Esq., Euston-grove, Euston-square.—**Geo. Ed. Noone**, Kilburn, patentee for improvements in pumps.

Court-house, EXETER, (City), July 28 at 10.

**Wm. Hen. Thompson**, jun., Exeter, gentleman.

Court-house, WARWICK, (County), July 27 at 10.

**Robt. Foster**, Leamington Priors, out of business.

Court-house, MOLD, Flintshire, July 30 at 10.

**Thos. Jones**, Holywell, miner.—**Wm. Jones**, Holywell, auctioneer.—**Wm. Thomas**, Lndiart Cerig, farm labourer.

Court-house, CHESTER, (City), Aug. 1 at 10.

**Wm. Temple**, Chester, livery-stable keeper.—**Wm. Anth. Rowland**, Chester, plumber.—**Dev. B. Lindsay**, Chester, out of business.—**Pietro G. Bordessa**, Chester, bazaar keeper.—**Harriet Cotgreave**, widow, Chester.—**Thos. Walker**, Chester, seedsman.

Court-house, CHESTER, (County), Aug. 1 at 10.

**James L. Richardson**, Ashton-upon-Mersey, Altrincham, auctioneer.—**Wm. Holden**, Edgley, near Stockport, grocer.—**Hannah Lowndes**, Moberley, near Knutsford, publican.—**J. Edmundson**, Birkenhead, out of business.—**John Jackson**, Escard, gentleman.—**Paul Kneale**, Stayley-bridge, currier.—**Henry Buckmaster**, Egremont, general agent.—**John Jones**, Alraham, near Tarporley, miller.—**Rich. Pollitt Southern**, Stockport, blacksmith.—**Isaac Dean**, Stockport, cotton waste spinner.—**Ann Brownell**, Altrincham, out of business.—**John Done**, Little Bridworth, near Tarporley, out of business.—**John Bennett**, Whaley-bridge, near Chapel-in-le-Frith, labourer.—**John Leigh**, Bradbury, bobbin turner.—**Peter Lees**, Stockport, cotton spinner.—**Mary Brownell**, Altrincham, out of business.—**Joseph Sheldon**, Bollington, near Macclesfield, sawyer.—**Wm. Hampshire**, Stockport, grocer.—**John Wroe**, Manchester, iron moulder.—**John Brock**, Congleton, plumber.—**Sam. Lenox**, Liverpool, sail maker.—**Thomas Drinkwater**, Davenham, builder.—**Wm. Douglas**, Birkenhead, assistant petty constable.—**Aug. Applin**, Chorlton-upon-Medlock, wine merchant.—**Peter Inglis**, jun., Seacombe, master mariner.

Court-house, DORCHESTER, Dorsetshire, Aug. 1 at 10.

**Joseph Jenkins**, Wyke Regis, rope maker.—**John Light**,

Lytchett Matravers, out of business.—*Jos. Collins*, Wimbome Ministeria, surgeon.—*Jas. Buckler*, Thornford, currier.—*Rob. Moore*, Blandford Forum, out of business.—*Wm. Frampton*, Marhall, thatcher.—*Thos. Cornick*, Abbotbury, cordwainer.—*Thos. Deem*, Bridport, tea dealer.

*Court-house, COVENTRY, (City), July 30 at 10.*

*Jos. Barton*, Coventry, card stamper.—*Jos. Loll*, Coventry, butcher.—*John Elliott*, Coventry, ribbon weaver.—*Thomas Mann*, Coventry, out of business.—*Henry Mayo*, Coventry, warehouseman.—*Robert Arnold*, Nuneaton, manager to a victualler.

*Court-house, LEICESTER, (County), Aug. 1 at 10.*

*Wm. Barrowcliff*, Leicester, out of business.—*Wm. Geary*, Braunstone, cabinet maker.—*G. Monk*, Leicester, boat builder.—*John Ayre*, Hinckley, victualler.—*John Grocock*, Sapcote, miller.—*Sam. Freer*, Leicester, out of business.—*Ed. Jinks*, Leicester, carpenter.—*Wm. Haywood*, Isley Walton, near Ashby-de-la-Zouch, labourer.—*Thos. Bailey*, Loughborough, labourer.—*Edm. Sparrow*, Burbage, near Hinckley, gardener.—*Hannah Haywood*, widow, Isley Walton, near Ashby-de-la-Zouch, victualler.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Jos. Brown*, Haltwhistle, Northumberland, builder, July 14, Carrick and Lee's, Brampton, Cumberland: 1s. 11d. in the pound.—*Alex. Hunt*, Stoke-upon-Trent, agent to a carrier, July 16, Stevenson's, Stoke-upon-Trent: 1s. 3d. in the pound.—*Rob. Snow*, Liverpool, lieutenant in the Royal Navy, July 14, Low's, Portsea: 1s. 2d. in the pound (in addition to former dividends of 4s.).—*Thos. Borrowdale*, Brackenbottom, near Settle, Yorkshire, clerk, July 14, Cowburn's, Settle: 2s. 9d. in the pound.—*Jos. Gell*, Middle Marsh, Nottingham, painter, July 16, Gregg's, Nottingham: 2s. 1d. in the pound.—*Thomas Williams*, Drybrook, Walford, Herefordshire, innkeeper, July 9, Edwards's, Ross: 1s. 6d. in the pound.—*W. Thomas*, Machen, Monmouthshire, farmer, July 14, Llewellyn's, Newport: 1s. 6d. in the pound.—*Benj. Green*, Woodside, Dudley, Worcestershire, builder, July 12, Harward's, Stourbridge: 5s. 4d. in the pound.

#### MEETING.

*Wm. Coney*, Leckhampton, near Cheltenham, Gloucestershire, carpenter, July 22 at 12, Belle Vue Hotel, Cheltenham, sp. aff.

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# The Jurist

No. 288.

LONDON, JULY 16, 1842.

PRICE 1s.

\* \* *The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—*

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LONDON, JULY 16, 1842.

FROM a notice recently given by the Lord Chancellor in the House of Lords, it seems that we are to look for some new proposition for the establishment of Local Courts. That there is something very attractive in the idea of Local Courts can hardly be denied, and, indeed, the pertinacity with which one statesman after another attacks this difficult subject, is sufficient evidence of the fact. That there is also something of exceeding difficulty in the construction of a really good system of Local Courts, would seem also manifest from the fact that every successive design has failed in engaging for itself the approbation of the public and of the profession. We apprehend, however, that the great difficulty standing in the way of the production of a good plan for Local Courts, lies not so much in the intrinsic difficulty of the subject, as in the inaccurate notions and unreasonable expectations of the public. The prevailing idea of what Local Courts should be appears to be this—that they are to be adapted to the adjudication of disputes touching small amounts of property, with perfect justice, both real and visible, and at the same time with perfect cheapness. To effect this, there must be, in the view of the main body of the public, an exclusion of all forms and technicalities, which they the public conceive to be merely things invented for the entanglement of suitors and the profit of lawyers; and above all, there must be an exclusion of lawyers. The notion is, that when each party states his own case, without any pleadings beyond perhaps a mere general allegation of the nature of the injury complained of, and the Judge is unincumbered by the shackles of technical forms, and unmythified by the rhetorical artifices of advocates, a rational and enlightened judgment will be quickly and certainly arrived at, which shall be so ob-

viously founded in truth and equity, as to satisfy even the losing party, and bring in reality justice home to every man's door.

As however lawyers and legislators are perfectly aware that Courts of such a nature would be, if constructed, utter and absurd monstrosities, and would, instead of decorously working out justice, become scenes of unbearable altercation, in which no human being would be able patiently to investigate the truth, and calmly to apply any settled rule to decide upon the rights of the parties,—the struggle of the framers of Local Courts Bills seems ever to have been, to make something, which, by aid of the exclusion of the bar, the compulsory use of very short forms of pleading, and the annexation of a very economical scale of fees for the practising attornies, should present the appearance of a poor man's court divested of technicalities and sources of expense; and on the other hand, by the introduction of some forms and some professional persons, to retain, if possible, something of regularity in proceedings, and something in the nature of legal assistance, to prevent the Judge being utterly stunned and overwhelmed by such passionate and discursive ramblings, as would be expected to proceed from uneducated litigant parties advocating their own causes untied by any precise pleadings. If this be, and we sincerely believe it is, the theory of the formations which have hitherto taken place of those intellectual deposits called Local Courts Bills, it is not marvellous that, instead of becoming consolidated, they should have been blown away and dispersed in space by the hostile breaths of contending parties. In truth, all the plans which have been hitherto put forth for Local Courts Bills, appear to us to have been framed ad captandum; and to have endeavoured to reconcile things in themselves incompatible; and hence it is, we apprehend, that they have all

been rejected as impracticable. There can be no question that the mode of proceeding in the Superior Courts of Law, simplified though they have been of late, constitutes a machinery too complex to be put and kept in motion without an expense to the litigant parties, incompatible with the practical administration of justice in civil matters, as between litigants of the humbler classes of society. And if we turn attention from the administration of the common law to the adjudication in equity upon those classes of cases which fall within its jurisdiction, the same remark is applicable with infinitely greater force. Judicial investigation in matters of merely equitable claims, seems indeed wholly unattainable to persons whose claims have reference to property even of moderate amount.

It does seem, therefore, that some different mode of administering justice is requisite in matters of small amount; and it may be conceded, that, notwithstanding some of the defects which local tribunals would have, arising out of the possibility of local influences acting on the Judge, the juries, or the witnesses, still, on the whole, local tribunals for disposing of litigation in matters of property and civil rights of trifling amount would be the most convenient. But in the constitution of such tribunals, we venture to submit, that nothing satisfactory will ever be done until the idea of securing cheapness to the litigating parties, by the exclusion of forms and of advocates of competent learning, is entirely given up as unfounded in reason. It is obvious that the Judges at least, to be capable of satisfying the demand for justice, must be men of learning and of some reputation in the profession; and it is equally obvious, that, even if such men would consent to accept the office of presiding over Courts, in which they are not to have the benefit either of forms to secure regularity, or of advocates of competent learning to assist them in arriving at the truth, they would soon become themselves deteriorated by the absence of those inducements to judicial superiority.

In a Court so constructed, the only preserving power, the learning and influence of the Judge, would, we apprehend, very soon lose its force, and leave the Court undistinguished by any other quality than its cheapness. The object, as it appears to us, to be kept in view, is to have so much of strictness of pleading as will confine parties to the real matter on which they require adjudication; so much of form in the proceedings as will secure decorum and regularity; and such an attendance of advocates as will give respectability to the Court, and assistance to the Judge. A Court in which these requisites do not exist, may be a poor man's Court, but it will neither be nor be believed to be a Court of Justice. That such requisites can be attained with merely trifling expense seems quite impossible, if the principle is to prevail in regard to Local Courts as well as to the Superior Courts, that the litigants themselves are to bear all the costs of their litigation. But if there does really exist a denial of justice to the poor man by reason of the expensive nature of legal proceedings; and if, as we in common with many much abler writers than ourselves contend, adequate regularity in the proceedings of the Court, and ability in the professional men concerned, cannot be obtained without some considerable expense, why should not the State take upon itself a

portion of the expenditure necessary for distributing to those who cannot otherwise obtain it, justice of such quality as to be worth having?

It has been again and again proposed to exclude parties litigating in Local Courts from employing counsel under the idea of cutting off expense; and it has been proposed on the same principle to permit the attorneys acting as advocates, to receive only such fees as would manifestly afford them a remuneration perfectly ridiculous. To such plans it has been objected, and hitherto successfully, that such a course would throw the whole business of Local Courts into the hands of the most uninformed, and perhaps the most unprincipled of the profession. It has then sometimes been proposed to exclude all technical pleadings and all lawyers; and to this it has been objected with equal success, that such a course would necessarily bring before the Court, and occupy the public time by a great quantity of business which never ought to have come there, and would waste in the disposal of the business properly brought into Court, an enormous quantity of time by reason of the uncontrollable loquacity and discursiveness of parties pleading their own causes\*. We confess we see no escape from the difficulty of choosing between rendering justice cheap and bad, or dear and therefore inaccessible, unless by carrying farther the principle of pauper causes, and adopting the principle that the poor litigant is entitled at the hands of the State, to an advocate as well as to a judge. Our notion of the general principle on which Local Courts must be constructed, if they are to be substantially Courts of Justice for poor men, would be this—that, in regard to the pleadings, the rule applied to contracts should prevail, viz. that no particular form of words should be requisite; but that, in the complaint and defence, the points to be tried should be stated in any language that the pleader might think fit, with the utmost brevity consistent with clearness. That the Judge should be bound by the rules of law and equity, and not have any arbitrary power of deciding, as it has been frequently proposed, according to his notions of equity and "good conscience;" that, in addition to the usual judicial staff of an ordinary Court, there should be a certain number of attorneys and a certain number of counsel appointed by the State, and partly paid by the State, whose duty should be to give all the necessary professional assistance in their respective departments, in the entire conduct of a cause, to such litigants as desired their services, taking from them, in addition to their salaries paid by the state, certain fixed fees of moderate amount; but that, at the same time, it should be permitted to the parties on either side, if they thought fit, to retain at their own costs any other counsel or attorneys than those appointed as public officers of the Court.

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**MASTER IN CHANCERY.**—The Lord Chancellor has appointed Thomas Aloysius Smith, of Manchester, Gent., to be a Master Extraordinary in the High Court of Chancery.

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\* We have on more than one occasion been present in the Court of Chancery when parties, and those not in the class of uneducated persons, have addressed the Court in support of their own applications. And we have seen even there, all the authority of the Court unable to control the irrelevant wanderings of such advocates.



## FORM OF TRUSTS FOR SEPARATE USE.

"The form commonly used for restraining married women from disposing of their separate property by anticipation is insufficient for that purpose. The receipt clause ought to declare that the receipts of the married woman, to be given from time to time after the income of the property shall have become due, shall be, and that *no other receipts shall be*, sufficient discharges to the trustees." The above words are cited from the marginal note of the report of *Brown v. Bamford*, by Mr. Simons, (vol. 11, p. 127; see S. C., ante, p. 451), and the case certainly bears out this extraordinary statement of the law. We used to think that a limitation "in trust for the separate and inalienable use of A. B." would be sufficient to protect A. B. from her husband's interference and her own improvidence; and as many of our readers were probably of the same opinion, it is proper that their attention should be called to the doctrine of the Vice-Chancellor of England, which, as his Honor himself observes, is so much at variance with ordinary notions.

In *Brown v. Bamford*, leaseholds for years and stock in the funds were bequeathed to trustees, "upon trust, from time to time, during the natural life of Sophia Bamford, or until she should be duly declared a bankrupt, or take the benefit of any act passed or to be passed for the relief of insolvent debtors, to pay the clear rents, interest, dividends, and proceeds of such leaseholds, stocks, funds, and securities unto such person or persons, for such intents and purposes, and in such manner as Sophia Bamford, by any writing or writings under her hand, *when and as the same should become due, but not by way of assignment, charge, or other anticipation thereof*, should notwithstanding her then present or any future coverture direct or appoint, and in default of any such direction or appointment, or so far as the same if incomplete should not extend, into her proper hands, for her sole and separate use, independent of the debts, control, or interference of her then present or any future husband; for which purpose the testator directed that the receipts in writing, under the hand of Sophia Bamford, should, notwithstanding any such coverture as *aforsaid*, be good and sufficient discharges for the last-mentioned rents, interest, dividends, and proceeds, or so much thereof as should in such receipts respectively be expressed to have been received; and from and after the decease, bankruptcy, or insolvency of the said Sophia Bamford," then over. If, according to the doctrine of the old school of conveyancing, safety consisteth in length, this form should have been unimpeachable; but it proved to be no match for the Vice-Chancellor's astuteness. After the testator's death, Sophia Bamford, being then under coverture, executed a guarantee to the Sunderland Joint-Stock Banking Company, for the debt of her son-in-law, expressly charging all the property to which she was entitled under the above-mentioned will; and upon a demurrer to a bill filed to obtain the benefit of this charge, Sir L. Shadwell held that the charge bound the whole of her interest. After stating that he founded his decision on the same grounds as that in *Barrymore v. Ellis*, (8 Sim. 1), his Honor proceeded:—

"I admit the common form to be in the terms stated; but it has always appeared to me defective. When I was in the habit of drawing conveyances, and wished to settle on a lady property over which she was to have no power of anticipation, I always used to introduce an express proviso, that no receipt should be a discharge to the trustees, except a receipt given by the lady for the rent or dividends, according to the nature of the trust property, then actually due. The proviso to which

I have alluded declared, as far as my recollection serves me, that the receipts of the lady, under her own hand, to be given from time to time, after the rents or dividends should have actually accrued due, should be, and *that no other receipts should be*, sufficient discharges to the trustees for the amount of the monies therein expressed to be received. In this case, however, there are no negative words in the receipt clause, and therefore there is nothing to restrict the power which Mrs. Bamford had to dispose of or charge the rents and dividends of the trust property, under the general direction to pay those rents and dividends to her for her separate use."

The limitation in *Barrymore v. Ellis* was very similar to that in *Brown v. Bamford*. It was contained in a deed of settlement of an annuity, and ran thus: "in trust during the joint lives of J. M. Williams and Lady Barrymore, to pay the annuity, as the same should become due and payable, to such person or persons, and for such intents and purposes, as Lady Barrymore should by any writing signed with her name in her own handwriting, notwithstanding her said coverture, direct or appoint, *but so as not to deprive herself of the benefit thereof by sale or other anticipation*; and for want of such direction or appointment, to pay the same to Lady Barrymore for her own sole separate and peculiar use and benefit, it being thereby agreed and declared that the said annuity should not be subject to the debts, control, interference, or engagements of J. M. Williams, and that the receipt or receipts of Lady Barrymore, or of any person or persons *so to be by her appointed* to receive the same as thereinbefore was mentioned, should, notwithstanding her marriage with J. M. Williams, be a sufficient discharge or sufficient discharges to the person or persons paying the same, or any part thereof." Sir L. Shadwell, V. C.—"The deed appears to me to admit of this construction, namely, that in the first instance it is a grant to such person or persons as Lady Barrymore should, in a given manner, appoint, and subject thereto to her sole use generally; and if that be so, then it was competent to her to dispose of the annuity, without executing the power in the manner before referred to. The deed does not say, 'do and shall pay the same into her own hands, &c.,' but simply 'to her for her own sole use.' Then, is this different from a limitation to such uses as A. shall in a certain manner appoint, and subject thereto to A. generally? In my opinion, this is within the spirit of *Cox v. Chamberlain*, (4 Ves. 631), which has been supported at law by *Roach v. Wadham*, (6 East, 289), and *Wilde v. Fort*, (4 Taunt. 334). For Lady Barrymore had both a limited power of appointment and the general uncontrolled dominion over the property; and therefore if we find her conveying the property, the grantee will take, notwithstanding the restrictions imposed on the power of disposition."

*Cox v. Chamberlain* decided, that where a party has a power of appointing the use, and an estate in default of the power, he may convey under his ownership, without exercising the power or observing the formalities made necessary to such execution; and this doctrine was recognised in *Roach v. Wadham*; and in *Wilde v. Fort*, (where the point did not arise), *Cox v. Chamberlain* is mentioned as an authority. But to decide that a power to appoint a legal estate by way of use does not, by implication, do what by no express words or devise can possibly be done, take away the incidents of a common-law estate, limited in default of appointment, is a very different thing from deciding, that, in limitations entirely equitable, in construing which the intention and substance and not the form are regarded,—an intention distinctly and unequivocally expressed, and consistent with equitable doctrines, is to be defeated by an implication for which, in fact, there can be no place, unless the intention expressed in the previous part of the limitation never existed. This is a revival of the



doctrine of *Newton v. Reid* and *Massey v. Parker* in a still more unreasonable and extravagant form. In those cases it was said, that, as an unmarried woman had an unrestricted power of disposing of property limited in trust for her, notwithstanding a declaration against alienation, and as marriage is generally a gift in law by the woman of her personal estate to the husband; therefore, on marriage without a settlement, such property passes to the husband free from the restraint. But that doctrine is overruled; and we confidently anticipate that the decisions in the cases upon which we are commenting will share its fate.

The decision in *Lady Barrymore's* case is, perhaps, the most extraordinary of the two, because, in that case, the direction as to receipts extended only to receipts signed by Lady Barrymore herself, or by any person or persons *so to be appointed by her*, i. e. appointed under the preceding power of appointment without anticipation. Surely if the maxims "Expressum facit cessare tacitum" and "Expressio unius est exclusio alterius" are ever capable of application, this was a case for applying them.

Such being the state of the authorities, the following form of a trust for separate and inalienable use, which is believed to be effectual, may be acceptable to our readers:—

"In trust to pay the income arising from the said trust property to such person or persons as the said A. B. shall, from time to time, by writing, under her hand, (but not by way of anticipation), appoint to receive the same, and subject to or in default of any such appointment to pay the same income to the said A. B. during her life, for her sole and separate use, without anticipation, and free from the control, debts, or engagements of any husband of the said A. B. And it is hereby declared, that a receipt signed by the said A. B., or by such appointee or appointees as aforesaid, shall alone be a good discharge for the money thereby acknowledged to have been received; but no appointment, assignment, charge, disposition, or receipt, shall be an authority for the payment of or a discharge for any part of such income that shall first become payable after the expiration of one calendar month from the day when the said A. B. shall actually make, sign, or authorise such appointment, assignment, charge, disposition, or receipt."

## Imperial Parliament.

### HOUSE OF LORDS.

Monday, July 11.

The Lord Chancellor laid on the table a Bill for the Abolition of certain Offices in the Court of Chancery in England. The Bill applied to the Six Clerks and the Sworn Clerks. It was read a first time.

### HOUSE OF COMMONS.

Thursday, July 14.

Sir R. Peel moved for a Bill to continue the operation of the Act for the Trial of Controverted Elections. The Act now in force had passed in June, 1841, and its duration was limited to the two sessions which should elapse after the then-ensuing General Election. The Election Petitions had been all postponed to the present session, so that in fact the law had only been tried during one session. He proposed to bring in a Bill for continuing it, but not for a longer period than that originally contemplated.

Mr. Sheil said he had been a member of the Sudbury Committee, and had learned how important it was to have some legal person perfectly impartial and of competent professional acquirements, to direct the Committee respecting questions on which they were desirous of arriving at sound conclusions. Leave was given to bring in the Bill.

The Ecclesiastical Jurisdiction Bill was read a third time and passed.

## London Gazettes.

TUESDAY, JULY 12.

### DECLARATIONS OF INSOLVENCY.

THOMAS HENRY MUNDAY, Fore-street, Cripplegate, bookseller and stationer.

HARRY COLLINS JEFFREYS, Much Wenlock, Salop, miller and maltster.

### BANKRUPTS.

GEORGE HENRY HARRISON, Moorgate-street, City of London, merchant, July 22 and Aug. 23 at 12, Court of Bankruptcy; Off. ass. Alsager; Sol. Boxer, 61, Moorgate-street.—Fiat dated June 5.

LEWIS DURLACHER, Old Burlington-street, St. James, Westminster, dealer in pictures, July 26 at 12, and Aug. 23 at 11, Court of Bankruptcy; Off. ass. Edwards; Sol. Walford, 8, Grafton-st., Bond-st.—Fiat dated July 9.

JAMES FISHER, Chorlton-upon-Medlock, Lancashire, draper, July 20 and Aug. 23 at 11, Commissioners'-rooms, Manchester: Sols. Oliver, Manchester; Appleby, 75, Aldermanbury.—Fiat dated June 14.

DAVID BARBOUR and JOHN NORRIS, Liverpool, soap boilers, July 23 and Aug. 23 at 2, Clarendon-rooms, Liverpool: Sols. Booker, Liverpool; Holme & Co., 10, New Inn.—Fiat dated June 30.

THOMAS ENDICOTT, Bath, Somersetshire, innkeeper, July 28 and Aug. 23 at 12, Angel Inn, Bath: Sols. Hellings, Bath; Jones & Blaxland, Crosby-sq., Bishopsgate-street.—Fiat dated July 7.

SAMUEL JACOBSON, Newcastle-upon-Tyne, picture dealer, Aug. 4 at 11, and Aug. 23 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Jones & Cooke, 11, Gray's-inn-square.—Fiat dated July 4.

EDWARD STEPHENS MESSITER and FREDERICK MESSITER, Malmesbury, Wiltshire, tailors and drapers, Aug. 1 at 2, and Aug. 23 at 6, Angel Inn, Chippenham: Sols. Chubb, Malmesbury; Millard & Adams, Cordwainers'-hall.—Fiat dated July 2.

WILLIAM PARR, Smallthorn, Norton-in-the-Moors, Staffordshire, shopkeeper, July 26 at 4, and Aug. 23 at 12, Leopard Inn, Burslem: Sols. J. & W. Ward, Burslem; Wolston, Furnival's-inn.—Fiat dated July 8.

PETER HUMPHREYS, Cholmondeley, Cheshire, builder and carpenter, July 30 and Aug. 23 at 11, Hop Pole Inn, Chester: Sols. H. & P. Jones, Whitchurch; Vincent & Sherwood, 9, King's-bench-wk., Temple.—Fiat dated July 2.

JOHN CLEGG, Manchester, and Eccles, Lancashire, silk and ribbon manufacturer, July 26 and Aug. 23 at 12, Commissioners'-rooms, Manchester: Sols. Bagshaw & Stevenson, Manchester; Johnson & Co., Temple.—Fiat dated July 8.

JAMES EVANS, Darwen, Lancashire, iron founder, July 25 and Aug. 23 at 11, Commissioners'-rooms, Swan Inn, Bolton-le-Moors: Sols. Blair, Manchester; Johnson & Co., Temple.—Fiat dated July 9.

RICHARD WILLIAMS, Alvington, Gloucestershire, farmer and maltster, July 27 and Aug. 23 at 11, Bear Inn, Newnham: Sols. James & Son, Newnham; Blower & Vizard, 61, Lincoln's-inn-fields.—Fiat dated July 7.

JOHN PINNOCK THIRKELL, Cranbrook, Kent, farmer, July 25 at 2, and Aug. 23 at 12, Guildhall, Canterbury: Sol. Bartlett, 9, Beck-st., Regent-st.—Fiat dated June 17.

### MEETINGS.

Wm. C. Buchanan, Dursley, Gloucestershire, money scrivener, July 18 at 10, Old Bell Inn, Dursley, last ex.—F. K. Fowell and E. T. Craufurd, Boulogne-sur-Mer, France, and Piccadilly, wine merchants, Aug. 4 at 12, Court of Bankruptcy, aud. ac.—John Parker, Geo. Parker, Jos. L. Parker, and Thos. Roberts, Birchin-lane, merchants, Aug. 4 at 12, Court of Bankruptcy, fin. div.—A. H. Henn, Holborn, hatter, Aug. 4 at 1, Court of Bankruptcy, div.—James Porter, Honiton, Devonshire, victualler, Sept. 6 at 12, Old London Inn, Exeter, aud. ac.; at 1, first and fin. div.—Wm. N. Heward, Bridlington-quay, Bridlington, Yorkshire, timber merchant, Aug. 4 at 12, Red Lion Inn, Great Driffield, aud. ac.; at 1, fin. div.—James Turner and Thos. Turner, New-mill, Fulstone, Kirkburton, Yorkshire, clothiers, Aug. 5 at 2, Pack Horse Inn, Huddersfield, aud. ac.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Aug. 2.*

*Idw. B. Holland*, Manchester, and Atherton, near Leigh, Lancashire, power-loom manufacturer of calicoes.—*William F. Trues*, Shincliffe, Durham, fire brick manufacturer.—*Edw. J. For*, Corby, Lincolnshire, liquor merchant.—*W. B. Byng*, Old Windsor, Berkshire, and Saffron Walden, Essex, engineer.—*A. Teffer*, Praed-st., Paddington, smith.—*Henry Briggs*, Blackburn, Lancashire, cotton-spinner.—*Anne Cartwright, J. Cartwright*, and *Wm. Cartwright*, Wigan, Lancashire, cotton spinners.—*John Hayward*, Milverton, Warwickshire, miller.—*Wm. Ball*, Paternoster-row, bookseller.—*W. Hill* and *W. K. Weckerbarth*, Leadenhall-st., ship and insurance agents.—*Thos. Dykes*, Broad-st., St. Giles's, stationer.

## FIAT ANNULLED.

*Wm. Heywood*, Basinghall-st., London, and Manchester, warehouseman.

## PARTNERSHIPS DISSOLVED.

*Henry Moore* and *Wm. Allnatt*, Wimborne Minster, Dorsetshire, attorneys, solicitors, and conveyancers.—*Wm. Cowdell*, sen., and *Wm. Cowdell*, jun., Hinckley, Leicestershire, attorneys, solicitors, and conveyancers.

## SCOTCH SEQUESTRATION.

*John Morrison*, Laurieston, Glasgow, bookseller.

## INSOLVENT DEBTORS.

*Saturday, July 9, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Wm. Symonds*, Lambeth-road, Lambeth, doctor in medicine, No. 33,009 T.; *S. Sturgis*, gent., new assignee, in the room of T. Bird and J. Parry, deceased.—*Thos. Shaw*, Shipley, near Bradford, Yorkshire, innkeeper, No. 59,674 C.; *J. R. Horner*, assignee.—*Wm. C. Dey*, Doncaster, Yorkshire, appraiser, No. 59,542 C.; *Robt. Wells*, assignee.—*T. Pearson*, jun., Stourbridge, Worcestershire, No. 59,857 C.; *John Edwards*, assignee.—*The Rev. J. Boyle*, Brighouse, near Halifax, Yorkshire, clerk, No. 58,692 C.; *F. Nicholson*, assignee.—*H. M. Moore*, Hunter-st., Brunswick-sq., Middlesex, attorney's clerk, No. 53,123 T.; *Daniel Green*, assignee.—*Ed. Wood*, Malton, Yorkshire, innkeeper, No. 59,506 C.; *Geo. Kingston*, assignee.—*John Nixon*, Hightown Haltwhistle, Northumberland, labourer, No. 58,449 C.; *Lewis Nanney*, assignee.—*G. Wilson*, Worship-st., Norton Folgate, carpenter, No. 53,383 T.; *John Moore*, assignee.—*Chas. Hume Fawcett*, Cambridge, victualler, No. 58,305 C.; *Richard Miller*, assignee.—*John Tipping*, Winn-moor, in Berwick, near Leeds, Yorkshire, corn miller, No. 50,760 C.; *Wm. Hunt*, assignee.—*T. Donnelly*, Sheffield, general dealer, No. 59,777 C.; *George Dixon* and *Richard Atkin Smith*, assignees.—*Frederick Webb*, Munsley, Herefordshire, attorney's clerk, No. 59,916 C.; *W. Williams*, assignee.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Wednesday, Aug. 3 at 9.*

*James Wood*, Addison-road North, Notting-hill, builder.—*Wm. D. Tripe*, Grove-terrace, New Peckham, Surrey, ship and insurance agent.—*Jas. M. Downey*, Albion-st., Rotherhithe, mate of a steam vessel.—*Dudley Wells*, Nelson-sq., Blackfriars-road, out of business.—*Jos. Robt. Bakewell*, Victoria-place, Camberwell New-road, Surrey, civil engineer.—*Wm. Conabeer*, Vine-street, Millbank, tailor.—*John Middleton*, Doddington-grove, Kennington, Surrey, out of business.—*James Walls*, Bartholomew-close, West Smithfield, out of business.—*Jas. Marks*, Lower Martha-st., St. George's in the East, out of business.—*Abraham Haigh*, Charles-st., Covent-garden, theatrical hosier.—*Fredk. John Saunders*, St. John's-lane, St. John's-street, Clerkenwell, labourer.—*Jas. Duffill*, Peel's-place, Kensington Gravel-pits, assistant to an eating-housekeeper.

*Court-house, LINCOLN, (County), Aug. 3 at 10.*

*Christopher Addison*, Sleaford, tea dealer.—*Richd. Poole*, Welton, near Lincoln, grocer.—*J. C. F. Davidson*, Scotton, near Kirton in Lindsey, out of business.—*Thos. Sharp*, Castle Bytham, near Stamford, cordwainer.—*Jos. Firth*, Horncastle, cattle jobber.—*Thos. Baldam*, East Kent, near Spillaby, la-

bourer.—*Paddison Baker*, Kirkstead, near Tattershall, cattle jobber.—*Jos. A. Schofield*, Horncastle, butcher.—*Ed. Drewry*, Tetney, near Great Grimsby, victualler.—*William Slack*, Boston, cordwainer.—*Thomas Morley*, Boston, coal-porter.—*Charles Hinse*, Boston, tailor.

*Court-house, LINCOLN, (City), Aug. 3 at 10.*

*Daniel Maddison*, Lincoln, butcher.

## INSOLVENT DEBTORS' DIVIDENDS.

*George Leah*, Great Underbank, Stockport, tea dealer: 4s. 4d. in the pound.—*Daniel Duffield*, Birmingham, gun finisher: 4s. 6½d. in the pound.—*Joseph S. Webb*, Gosport, Southampton, grocer: 1s. 0½d. in the pound.—*Thos. Hooper*, Stracey-st., Commercial-rd. East, clerk in the Custom-house: 6½d. in the pound.—*Wm. Augustus Grobecker*, Wellington-place, Camberwell, Surrey, teacher of languages: 7s. 4d. in the pound.

*Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of 10 and 1.*

*Wm. Seaton*, St. Columb, Cornwall, tea dealer, July 18, Fry's, Old Jewry: 3s. 6½d. in the pound.—*James Matthews*, surgeon to her Majesty's Forces, Slessor's, Sidmouth, Devonshire: 1s. 4d. in the pound (in addition to former dividends of 7s. 9d.).—*John Thos. Haines*, Vassall-road, North Brixton, Surrey, comedian, July 14, Buchanan's, 8, Basinghall-street, City of London: 1s. 5d. in the pound.—*Archibald Torry*, Laverock-bank, Newhaven, near Edinburgh, and Camden-hill-terrace, Kensington, Middlesex, land-steward, July 14, White & Borrett's, Lincoln's-inn-fields: 7s. in the pound.—*Francis Jones*, Nazing, near Waltham Abbey, Essex, farmer, July 12, Allsup's, Waltham Abbey: 6s. 8½d. in the pound.—*Rev. John Palmer*, Peldon, Essex, July 15, Smith's, New-inn, London: 5s. 5d. in the pound (making 18s. by former dividends).

## MEETING.

*George Kidd*, Horsham, Sussex, grocer, July 30 at 12, Dods and Linklater's, St. Martin's-lane, Middlesex, sp. aff.

## FRIDAY, JULY 15.

## DECLARATIONS OF INSOLVENCY.

*WILLIAM LEIGH JOLLIFFE*, Portsea, Hampshire, grocer and tea dealer.

*HENRY TRIMBEY GRAY*, Grosvenor-place and Marine-place, Commercial-road East, rope maker.

*WILLIAM SAWARD*, St. Leonard's, near Boulogne, France, corn merchant.

## BANKRUPTS.

*CHRISTOPHER BRAYSHAW*, Great Castle-st., Regent-street, tailor, July 22 and Aug. 26 at 1, Court of Bankruptcy: Off. ass. Alsager; Sols. Rutter & Trotter, 4, Ely-pl., Holborn.—Fiat dated July 14.

*EDMUND FRANCIS GREEN*, Leadenhall-st., merchant, July 26 and Aug. 26 at 2, Court of Bankruptcy: Off. ass. Turquand; Sol. Borradaile, King's Arms-yard.—Fiat dated July 14.

*GEORGE HENRY WATSON*, Stourmont-cottage, Moscow-road, Bayswater, apothecary, chemist and druggist, July 21 at half-past 12, and Aug. 26 at 12, Court of Bankruptcy: Off. ass. Turquand; Sols. Watson & Broughton, Falcon-sq.—Fiat dated July 12.

*WILLIAM MILLS*, Caterham, Surrey, innholder and farmer, July 26 at 1, and Aug. 26 at 11, Court of Bankruptcy: Off. ass. Groom; Sols. Drummond & Sons, Croydon; Dyne, 61, Lincoln's-inn-fields.—Fiat dated July 7.

*WILLIAM FLETCHER*, Birmingham, oil and colourman, July 26 and Aug. 26 at 12, Waterloo-rooms, Birmingham: Sols. Reece, Birmingham; Austen & Hobson, 4, Raymond-buildings, Gray's-inn.—Fiat dated July 12.

*WILLIAM DOWNING*, Sheffield, Yorkshire, draper, July 29 and Aug. 26 at 12, Town-hall, Sheffield: Sols. Pierson, Sheffield; Wilson, 6, Southampton-st., Bloomsbury-sq.—Fiat dated June 29.

*EDWARD MOSS*, Liverpool, draper, July 28 and Aug. 26 at 1, Clarendon-rooms, Liverpool: Sols. Winstanley, Manchester; Milne & Co., Temple.—Fiat dated July 9.

*EDWARD ROGERS*, Great Witley, Worcestershire, surgeon and apothecary, July 30 and Aug. 26 at 10, White Lion Inn, Kidderminster: Sols. Wormall & Prichard, Stourport; Benbow, Stone-bdgs., Lincoln's-inn.—Fiat dated July 11.

**JOHN WESTON PALMER**, Old Buckenham, Norfolk, grocer, draper, and general shopkeeper, July 23 and Aug. 26 at 10, Royal Hotel, St. Peter of Mancroft, Norwich: Sols. Fillett, Norwich; Storey, 5, Field-court, Gray's-inn. Fiat dated July 9.

**JOHN HANFORD JACKSON**, Eastwood, Nottinghamshire, grocer, July 25 and Aug. 26 at 11, George the Fourth Inn, Nottingham: Sols. Fox, Nottingham; Campbell & Witty, 21, Essex-street, Strand.—Fiat dated July 9.

**ALEXANDER BOWER**, Basford, Staffordshire, and Manchester, banker, Aug. 10 at 3, and Aug. 26 at 2, Commissioners'-rooms, Manchester: Sols. Higgin & Son, Manchester; Johnson & Co., Temple.—Fiat dated June 24.

**THOMAS LEDIARD**, Cirencester, Gloucestershire, money scrivener, July 25 and Aug. 26 at 12, King's Head Inn, Cirencester: Sols. Mullings, Cirencester; Jones & Co., John-st., Bedford-row.—Fiat dated July 7.

#### MARRIAGES.

*Jos. Hands and Bliz. Gill*, Coventry, ribbon manufacturers, July 25 at 10, Court of Bankruptcy, last ex. *Jos. Hands*.—*M. Quick*, Compton-st., Burton-crescent, baker, July 25 at half-past 10, Court of Bankruptcy, last ex.—*Robt. Elliot*, Liverpool, wine merchant, July 18 at 12, Clarendon-rooms, Liverpool, last ex.—*Thos. Evans*, Welshpool, Montgomeryshire, and Oswestry, Shropshire, draper, July 29 at 11, Royal Oak Inn, Welshpool, last ex.—*Wm. R. Webb*, Knightsbridge-terrace, Knightsbridge, wine merchant, Aug. 6 at 11, Court of Bankruptcy, and. ac. and div.—*Wm. Reynolds*, Brightmet, Lancashire, cotton spinner, Aug. 10 at 11, Swan Inn, Bolton-le-Moors, and. ac.—*Saml. Lorymer*, Bristol, brewer, Aug. 9 at 1, Commercial-rooms, Bristol, and. ac.; Aug. 12 at 1, fin. div.—*James Lorymer*, Bristol, corn factor, Aug. 9 at 2, Commercial-rooms, Bristol, and. ac.—*Chris. O'Reilly*, Newport, Monmouthshire, timber merchant, Aug. 10 at 11, King's Head, Newport, and. ac.—*Lewis Bryant*, Stamford-hill, coal-merchant, Aug. 6 at half-past 12, Court of Bankruptcy, div.—*R. Speechly*, Fenchurch-st., commission agent, Aug. 6 at 12, Court of Bankruptcy, div.—*Wm. Gibb*, Alnwick, Northumberland, currier, Aug. 8 at 11, Star Inn, Alnwick, and. ac.; at 1, div.—*John Heywood*, Heaton Norris, Lancashire, cotton spinner, Aug. 22 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, and. ac. and div.—*Robt. Martin*, Beccles, Suffolk, carpenter, Aug. 8 at 12, White Lion Inn, Beccles, and. ac.; at 1, first and fin. div.—*James Noble and Henry Noble*, Brighouse, Halifax, Yorkshire, cloth finishers, Aug. 5 at 10, North Gate Hotel, Halifax, and. ac.; at 11, first and fin. div.—*C. S. Jackson*, Leeds, woollen cloth merchant, Aug. 13 at 3, Commissioners'-rooms, Leeds, and. ac.; at 4, fin. div.—*David Cook*, Liverpool, rope-maker, Aug. 8 at 12, Clarendon-rooms, Liverpool, and. ac.; at 1, first and fin. div.—*Geo. Wilson*, Lindley, Huddersfield, Yorkshire, cloth manufacturer, Aug. 9 at 9, Pack Horse Inn, Huddersfield, and. ac. and div.—*Parker Brooke*, Leeds, grocer, Aug. 12 at 4, Commissioners'-rooms, Leeds, and. ac.; at 5, fin. div.—*W. B. Price* and *John Edwards*, Shrewsbury, Shropshire, bankers, Aug. 9 at 11, Shire-hall, Shrewsbury, and. ac.; at 12, div. sep. est. *W. B. Price*.—*Field Willett*, *Eagle Willett*, and *Robt. Willett*, Thetford, Norfolk, bankers, Aug. 8 at 12, Bell Inn, Thetford, Norfolk, and. ac.; at 1, fin. div.—*Henry Hildyard* and *Robt. Hildyard*, Briggs, Lincolnshire, wine merchants, Aug. 9 at 11, Angel Inn, Briggs, and. ac. and div.—*James Elliott*, Derby, currier, Aug. 11 at 11, New Inn, Derby, and. ac.; at 1, fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Aug. 5.*

*John May*, Newport, Isle of Wight, Southampton, mercer.—*Wm. H. Hopkins*, Worcester, currier.—*William Hornsall*, Dover, Kent, carpenter.—*John Darbyshire*, Manchester, and Clayton-bridge, Lancashire, and City of London, calico and mouseline de laine printer.—*Saml. Whitehead*, Leamington-priors, and Offchurch, Warwickshire, cattle salesman.—*James Proctor*, Longport, Burslem, Staffordshire, brewer.—*Ann Phillips* and *James Phillips*, Whitechapel-road, window glass cutters.—*Wm. Bower*, Wilmalow, Cheshire, cotton-spinner.—*Robt. Rogers*, Pittfield-st., Hoxton, linen draper.—*W. Siyan*, Great Tower-st., tea brokers.

#### PLATS ANNULLED.

*Joseph Wade*, Rugby, Warwickshire, currier.—*D. S. Walker*, Great St. Helens, London, India-rubber manufacturer.

#### SCOTCH SEQUESTRATIONS.

*John Rae*, Whitburn, innkeeper.—*John Fraser*, Glasgow bookseller.—*Andrew Bowie*, St. Andrews, writer.—*Moor & Lamb*, Glasgow, wrights and builders.—*J. D. Edgar*, Cash Douglas, merchant.—*A. Esslie*, Edinburgh, tavern keeper.—*John Miller & Company*, Edinburgh, bone-dust manufacturers.—*Wallace & Company*, Glasgow, manufacturers.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Monday, Aug. 8 at 9.*

*George Cumming*, Manor-street, Clapham, commercial agent.—*Henry French*, Bishopsgate-street, glass-cutter.—*Francis P. Parker*, St. James's-place, St. James's-street, out of business.—*Chas. Leader*, Mount-st., Westminster-road, carpenter.—*Robt. Miles*, Canterbury-place, Walworth-road, Surrey, pursuer in the East Company's Service.—*James Stephenson*, Southampton-buildings, Chancery-lane, barrister at law.—*J. Gallimore*, Euston-square, New-road, labourer.—*Hen. Thos. Lloyd*, Little Moorfields, warehouseman.—*W. Page*, Chinahall-row, Rotherhithe, timber measurer to her Majesty's Customs.—*Jas. Peter Wilson*, Weston-place, King's Cross, carpenter.—*Nath. Jenkins*, Little Brook-st., Great Brook-street, New-road, St. Pancras, chimney-sweeper.—*John Edmund B. Hammond*, Thayer-st., Manchester-sq., carver and gilder.—*Matilda Crow*, Blackfriars-road, milliner.

*Court-house, WINCHESTER, Hampshire, Aug. 8 at 10.*

*Alexander Stephens*, Ryde, builder.—*C. D. Dent*, Havant, schoolmaster.—*Jas. Crawford*, Southsea, victualler.—*Joseph Guttridge*, Ryde, shoemaker.—*John Tooley*, Newport, baker.—*Geo. Godden*, Portsea, chemist.—*Thomas Cordery*, Southampton, innkeeper.—*Thos. Hillman*, Shoen-square, Chelsea, tailor.—*Edwin A. Roper*, Landport, Portsea, grocer.—*Wm. Chapman*, Southsea, saddler.—*John S. Roberts*, Menheniot, Cornwall, farmer.—*Wm. Giles*, Everton Milford, near Lynton, lieutenant on half-pay in her Majesty's Royal Navy.—*Richd. Tytheridge*, Swanmore, Droxford, labourer.—*Wm. Hodder*, Brook Bramshaw, turner.—*Wm. Haynes*, Portsea, tailor.—*John Morley*, Portsmouth, labourer.—*Samuel Root*, Portsea, shipwright.—*Henry Stroud*, Gosport, Southampton, mariner.

*Court-house, HERTFORD, (County), Aug. 5 at 10.*

*Thos. Evans*, North-road, Bishops Stortford, registrar of births and deaths.—*Rachel Robinson*, Aldbury, grocer.—*G. Rowley*, jun., Heigham-cross, Great Hadham, labourer.—*G. Lewis*, Hemel Hempstead, draper.—*George Francis Cook*, Hanstead Rye, victualler.—*Wm. Durrant*, Frogmore-end, Two Waters, bricklayer.—*Jos. Pains*, Pepperstock, Hamstead, straw-plait dealer.—*Wm. Hewes*, Hemel Hempstead, servant.—*Wm. Holmsted*, Great Birkhamstead, bricklayer.

*Court-house, NOTTINGHAM, (County), Aug. 5 at 10.*

*Jas. Robinson*, Swanwick, near Alfreton, Derbyshire, cordwainer.—*Alex. Bonsor*, Derby, carver.—*Hen. Comins*, Alfreton, Derbyshire, dealer in hats.—*Gervas Woodward*, Barton, baker.—*J. Milward*, sen., Derby, baker.—*Wm. Oldershaw*, Nottingham, lace-maker.—*Jos. Meads*, jun., Beeston and Chilwell, assistant to a cattle-jobber.—*Robt. Johnson*, New Sneinton, accountant.—*Israel Watson*, Radford, butcher.—*John Hayes*, Beveridge, Gressley, victualler.

*Court-house, NOTTINGHAM, (Town), Aug. 5 at 10.*

*Wm. Read*, Nottingham, painter.—*Richd. R. Whitworth*, Nottingham, plumber.—*Wm. Cross*, Nottingham, dealer in porter.—*J. Bourn*, Nottingham, builder.—*John Kirk*, New Sneinton, glove manufacturer.—*J. M. Stanley*, Nottingham, framework knitter.—*Wm. Williams*, Nottingham, wheelwright.—*Wm. Copley*, New Sneinton, out of business.—*Wm. Price*, Nottingham, lace dealer.—*Thos. Taylor*, Nottingham, hay-dealer.—*John Studdins*, Nottingham, elastic cord dealer.—*H. Booker*, Radford, warp lace maker.—*William Thorpe*, Nottingham, tailor.

*Court-house, SALISBURY, Wiltshire, Aug. 6 at 10.*

*Wm. Jas. Withers*, Corton, yeoman.

*Court-house, CAERNARVON, (County), Aug. 6 at 10.*

*John Jones*, Clwytybout, blacksmith.—*Richard Williams*, Trefriw, miller.—*Robt. Roberts*, Beddegeclert, mine-agent.—*John Owen*, Bangor, victualler.

*Court-house, DERBY, (County), Aug. 8 at 10.*

*Jas. Taylor*, Derby, traveller.—*Wm. Gower*, Derby, pro-

fessor of music.—*Wm. Webster, jun.*, Derby, shoemaker.—*Wm. Smith*, Derby, plumber.—*Francis Radford*, Derby, out of business.—*Robt. Thos. Harrison*, Derby, shoemaker.—*P. Heynbotham*, Whaley-bridge, victualler.—*Thos. Lee*, Macclesfield, near Chesterfield, labourer.—*Wm. Goodwin, jun.*, Dronfield, labourer.—*Nicholas Charles Gethary*, Shirley, miller.—*John Stannary, jun.*, Mellor, yeoman.—*John Hunt*, Langley-mill, Derbyshire, labourer.—*Joe. Chestham*, Codnor, labourer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*James Powell*, Newtown, Montgomeryshire, carrier, July 18, Brayne's, Shrewsbury: 10d. in the pound.—*Thos. Mercer*, Windsor, near Liverpool, victualler, July 16, Meller's, Liverpool: 1s. 2d. in the pound.—*Wm. N. Turner*, Lynn Regis, Norfolk, wharfinger, July 23, Beckwith & Co.'s, Norwich: 8d. in the pound.—*T. Ashmore*, Newark-upon-Trent, superintendent of a boat, July 23, Andrew's, Lincoln: 1s. 10d. in the pound.

### IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

FOR the convenience of persons in the Western and Central Districts of London, and particularly of Gentlemen connected with the Law, THE LONDON, EDINBURGH, AND DUBLIN LIFE ASSURANCE COMPANY have opened a Branch Office at 55, Chancery-lane, where Prospectuses, Forms of Proposals, and every other information connected with the business of the Company, may be procured; and where Examinations of Parties whose Lives are proposed for Assurance may be taken, and Policies effected, as at the Chief Office of the Company, in Charlotte-row, Mansion-house.

Your attention is solicited to some of the distinguishing features of this Company, which have been introduced after mature deliberation, and which will be most conveniently pointed out by referring to Policies, as *Money Transaction and Family Provision Policies*.

**MONEY TRANSACTION POLICIES.**—Your professional experience and acquaintance with the records of the Courts of Law and Equity, must have convinced you that considerable changes were required in the practice and rules of Life Offices, to render this class of Policies valid and unimpeachable documents of security, which no unforeseen circumstances or future accidents could invalidate. This Company has endeavoured, and they think successfully, to render their Policies as indefeasible and negotiable securities as is possible, consistently with a due regard to the safety of the contracting parties; and to effect this object the Company has introduced the following clause into their Deed of Settlement:—

CLAUSE 78.—“That every Policy issued by the Company shall be indefeasible and indisputable, and the fact of the issuing of the same shall be conclusive evidence of its validity; and it shall not be lawful for the Company to delay payment of the money assured thereby, on the ground of any error, mistake or omission, however important, made by or on the part of the person or persons effecting the same; and that, on the contrary, the amount receivable under the same shall be paid at the time stipulated by the Policy, to the person entitled thereto, as if no such error, mistake or omission had been made or discovered, unless the Policy shall have been obtained by fraudulent misrepresentation.”

**FAMILY PROVISION POLICIES.**—In the well-founded belief that Life Assurance business is profitable, persons making provisions for their families, and contemplating a long duration of time between the date of the Policy and the claim to arise under it, generally prefer Assurances which may carry with them a right to participate in the profits to be realized by the Company during the currency of their Policies. By the Deed of Constitution of this Company, the participating Assured are entitled to the WHOLE OF THE MUTUAL PROFITS, as if they had been Assured in a purely Mutual Society; and they have, at the same time, the security not only of the Funds of the Company, arising from the accumulated premiums, but also the proprietary funds and subscribed Capital of the Company. To the Shareholders are allotted only those profits which are realized by the investment of their own paid capital, and from the excess of the premiums derived from the Non-participating Assurances. This mode of Division of Profits is peculiar to this Company.

In order to provide against the defeat of a Policy in the hands of a CREDITOR, by the DEBTOR, whose Life is Assured leaving the country, and going beyond the prescribed limits, the Company grant WHOLE WORLD POLICIES, whereby, on condition of receiving an extra premium, varying in amount according to the circumstances of the case, but fixed and determined at the time of issuing the Policy, the debtor, on whose Life an Assurance has been effected, is entitled to go to or reside in any part of the world, without invalidating the Assurance.

To enable a party to effect an Assurance at the LEAST POSSIBLE EXPENSE, and to entitle him to discontinue it at a less sacrifice than by any other plan, a seven years' Half-premium system has been introduced; and, upon comparing the following scale with any other which has been devised for reducing present payments, it will be seen how much more economically a loan transaction can be fortified by this kind of Policy than by any other. The Half-premium system possesses a further advantage over temporary Assurances, or those for a Term of Years, from the Assured having the option of continuing for Life the Policy which he may have procured for a mere temporary purpose.

HALF PREMIUM CREDIT TABLE.

Age 15.	Age 20.	Age 25.	Age 30.	Age 40.	Age 45.	Age 50.	Age 54.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
0 16 1	0 18 0	1 0 7	1 3 7	1 11 5	1 16 6	2 3 9	2 12 5

THE COMMISSION allowed to Attorneys is 10l. per cent. upon the first, and 5l. per cent. upon all future premiums; and the Commission continues to be payable to the Attorney, who completed the Assurance with the Company, although the future premiums may be paid by others.

The usual weekly Board day is Thursday, but Policies may be obtained any day betwixt the hours of 10 and 5.

ALEXANDER ROBERTSON, MANAGER.

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BENJAMIN IFILL, Esq. Welbeck-street, *Deputy Chairman*.

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# The Jurist

No. 289.

LONDON, JULY 23, 1842.

PRICE 1s.

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LONDON, JULY 23, 1842.

WHEN the work of alteration is once begun, it is very difficult to know where to stop. Of this, in matters of a private nature, instances may be daily seen amongst those who delight in building their own habitations; and in public matters we have abundant illustrations of it in the House of Commons, and some in the House of Lords. It is to one of the latter that we are now about to allude. Some time ago the noble and learned Lord who presides in the Court of Queen's Bench proposed some alterations in the Law of Evidence, which we may venture to say met with the almost unanimous approval of those who were qualified to form an opinion upon the subject. Our readers need hardly be reminded that these alterations consisted in allowing certain persons to give evidence, who are now, on account of interest in the result, infamy, or other causes, rejected; or, in more comprehensive terms, making such matters a cause of objection to the credibility of the witness, and not to his competency to be examined. To these propositions was however appended another, having for its object, if we remember rightly, the exempting a certain class of Baptists from taking oaths in courts of justice. This was for a time abandoned by the learned Lord, on its being suggested that it would be better to make it the subject of a separate measure. The matter has not, however, been allowed to drop, and a discussion has taken place in the House of Lords, from which it would appear that other noble lords are in favour of such a proposition. With all due deference to their authority, we must record our humble opinion against it. We wonder it did not suggest itself to those who support these views, that they were not at all consistent with the other proposed alterations. The law says there are certain persons, who, from their peculiar circumstances, may possibly, notwithstanding the solemnity of an oath, be tempted to give false evi-

dence, and therefore they shall not be examined; the Legislature says, Not so—some of them may speak the truth—let them be examined, and let the jury decide what credit is due to them. What is the conclusion from this, but that, if such persons are to be witnesses, it is more than ever necessary to impose upon them every possible obligation to speak the truth? Who are so likely to object to be sworn, as those who are unwilling, from motives of interest, to tell the truth? and how many consciences will there not be, faithful enough to their possessors, to conjure up a scruple when occasion requires!

We are fully aware of the plausible argument that may be adduced in favour of dispensing with an oath. To compel a person to do that which he sincerely believes to be contrary to the law of God, appears to be a violent proceeding, and opposed to the acknowledged principle of religious toleration; and the reason for it, derived from public policy and the interests of the community, are not easily understood by common minds. When we see a man willing to undergo imprisonment, or contribute an extraordinary supply to the Queen's revenue, rather than act inconsistently with his opinions, we are undoubtedly apt to regard him as a martyr, and believe he would as readily speak the truth without taking an oath as with; but it must be remembered, that it is one thing to refuse now, when the law will punish the refusal, and another when it is permitted. Many who would not refuse now, will find no difficulty when no risk is to be run. It is only necessary, we think, to consider what is the purpose of a judicial system, to arrive at the conclusion, that such a dispensation from taking an oath could not be safely granted. Courts of Justice are established for the purpose of redressing injuries committed by one member of a society upon another, for both civil and criminal law aim at that end, the difference being only in the latter regarding the wrong done to the individual, as an injury



also to the social body. It is necessary, therefore, that the tribunal which is to administer redress should be accurately informed of the facts relating to the injury; and the very best means to obtain that information ought to be adopted. It will be said then, if your great object is to find out the truth, and the depository of the facts will reveal them as truthfully without an oath as with, why is it required? This assumes that the bare affirmation will have the same effect as the oath; and we do not deny, that, with some persons, it may be so. We will admit then, for the sake of argument, that the truth would be as surely got at by allowing individuals who believed their bare word to be as binding as any form of swearing, to give evidence in that manner. What answer is to be given then to the argument? We apprehend this:—The aim of a judicial system is, not simply to redress injuries, but to prevent them also; and its proceedings should be conducted in such a manner as to inspire the members of society with confidence that they will be able to find protection. Unless individuals can rely upon the law as a guardian from injury, the well-being of society is at an end. That reliance must be founded upon an opinion that the laws are themselves just, and are administered by able and impartial judges; and there must also be a conviction that the judge will be rightly informed of the controversy. No man will enter a court of justice unless he believes that the facts within his own knowledge will also be placed within the knowledge of the judge; and, therefore, it is not sufficient that the truth should be told in courts of justice; it must be told in such a manner as to obtain the confidence of society. The question then is reduced to a very small compass. Does, or does not, the great majority of the people of this country believe that there is any effect in an oath? There can be no doubt that it does, although there may be some individuals who from the purest motives object to swear. Are we, then, to gratify the scruples of a few, by doing violence to the feelings of the many, destroying their confidence in the law, and rudely violating the security they now enjoy? Not at all; and the exceptions which have been allowed strengthen our argument. In the cases of the Quakers and Moravians, the opinion regarding oaths is well known. It forms one of a class; and the individual proclaims by his conduct in other respects his adoption of it. But if individuals belonging to no particular sect are to be allowed to object to an oath, by what means is the conscientiousness of the objection to be ascertained? Perhaps he may never before have had occasion to mention the subject; or, if so, to a few only. In fact, no distinction could be made. Oaths must, we apprehend, be preserved as at present, or altogether abolished. That the present system is much abused, that oaths are now administered in so careless and irreverent a manner as to be a disgrace to a Christian country, are reasons only for its reformation, not abolition. Our limits forbid us from proceeding further. The giving way in the present case would probably soon be followed by an objection to being a witness at all, as thereby becoming a party to litigation. And wherefore should not that objection be as conscientious as the other? Once allow that the doing violence to a man's conscience is of sufficient weight to overbalance all other things, and we shall not know

where to stop. Our readers will easily suggest to their own minds other instances where this principle would be applicable; and dangerous indeed would it be to admit it. Let us not do it then; nor in a case where benefit is, to say the least, problematical, rashly interfere with the present system.

### Reviews.

*A Guide to the Laws of England affecting Roman Catholics.* By THOMAS CHISHOLME ANSTET, Esq., Barrister London. 1842. [Stevens & Norton.]

This is a book of a somewhat singular structure, of which a general idea may perhaps be conveyed, by supposing it to be the answer of a modern equity draftsman to the question, whether or no. Roman Catholics in England have any and what rights;—the answer of our author being couched in this form—that the Roman Catholics labour under such and such disabilities, stating them, and save as aforesaid, he admits that they have the same rights as other people. We wish not to be understood as intimating that Mr. Anstet dwells upon the disabilities of Roman Catholics, for the purpose of exaggerating them, and holding them up as grievances; on the contrary, he very properly and carefully confines himself to collecting the law on the subject, and indulges in the very least possible quantity of observation not strictly in the nature of legal commentary; and we consider his work as a valuable addition to those, whose great merit is bringing the laws affecting particular classes of persons into such order and condensation as to render reference easy. We believe there is no other work which collects all the scattered enactments and decisions bearing on the civil and political rights and disabilities of Roman Catholics, so as to facilitate the labours of the lawyer who may have in the course of practice to consider the effect of the laws on those rights.

Mr. Anstet commences by shewing the statutory enactments on the effects and formalities attendant on the taking of the Catholic oath. He next discusses those general disabilities which still, notwithstanding the various relief acts, affect the condition of conforming Catholics, or those who consent to take the oath; and the perusal of this chapter will shew that such disabilities, contrary to the generally received notions of the unlearned, are by no means few. Whether it is proper or improper that, such as they are, they should exist, is a question on which, in imitation of Mr. Anstet, we shall offer no opinion; but the fact is clear that they do exist to a very considerable extent.

The next subject discussed by Mr. Anstet is the particular disabilities of Roman Catholics, not being qualified at law, that is, the disabilities which still affect Catholics, who either do not take the oath appointed to persons of their persuasion, or who omit certain formalities. For it must not be forgotten that, as it is expressed by Mr. Anstet, (p. 29), "Among the provisions of the relief acts, mitigating the ancient rigour of the penal code, there are very few which are not made to depend on the fulfilment of certain conditions." The relief acts do not abolish the law, and by mere force of the statute avoid the disabilities of Roman Catholics, but simply enable those Roman Catholics who will submit themselves to a specific test, to take themselves out of the operation of the law.

No doubt there are portions of the law, with regard to which the courts would be at this day astute to find reasons for avoiding to carry them into effect. For instance, let us take the case of the statutes making cer-

tain acts, such as extolling the papal authority, high treason. After stating some of these, Mr. Anstey observes, "The decisions under these acts have very greatly extended their application. It has been holden 'that the mere act of commending a book in defence of the papal supremacy, or allowing it to be good after having read it, or even after having heard a report of its being writt'n in a foreign country, is an extolling or setting forth of the papal authority within the meaning of the statute. It has even been holden, (although two of the judges dissented from that construction), that a judge may ask a prisoner after conviction of and condemnation for a first offence, whether he be still of the same opinion; and that if he answer in the affirmative, he is guilty of high treason, as having advisedly maintained the Pope's power a second time.'" We apprehend, that, at the present day, few judges would have (to use the expression of the Lord Chancellor in a late debate on a very different subject) stomachs to digest such a rule of law.

Mr. Anstey treats at considerable length of the judicial notice taken under the existing state of the law, of Roman Catholic usages, and particularly discusses the question whether the courts would compel a Roman Catholic clergyman to give evidence on matter confided to him under the seal of confession. There can be no question that the Popish religion is now a lawful religion, and consequently that judicial notice will be taken of it and of its usages, speaking generally; but, notwithstanding the distinction which Mr. Anstey draws between the obligation imposed by the discipline of the Protestant Church on a clergyman of the Established Church, to silence as to the matters revealed to him in auricular confession, (pp. 78 and 79), and the obligation imposed by the Church of Rome on its priesthood, we confess that we do not think he succeeds in establishing the point that he seeks to establish, viz. that on legal principle, if not on authority, courts of justice will not compel a Roman Catholic priest to divulge matters communicated in confession. There is no argument of public policy, or of justice to the conscience of the witness, applying to the case of a Roman Catholic clergyman, which does not equally apply to that of a Protestant clergyman. In either case, the witness receives the information confidentially in his character of priest, and would never have received it but for that character. It is no argument to say, that in the case of the Catholic priest (even assuming it to be the fact, which may be thought very doubtful), the obligation is more binding on the conscience of the witness, than in the case of the Protestant clergyman. The ground of compelling the evidence to be given in the case of the clergyman of the Established Church is, that the law will not suffer any bodies, ecclesiastical or otherwise, to override the law of the land by a private rule of conduct framed for the government of individual consciences; and if this ground is acted upon, as it undoubtedly is in regard to witnesses, members of a church whose doctrines form of themselves part of the law, a fortiori, must it be, we would contend, on legal principle, acted upon in reference to witnesses, members of a church not even absolutely lawful, but only lawful upon certain statutory conditions. We conceive, therefore, that with reference to the two rules stated by Mr. Anstey, as seeming to flow from the cases and the principles of the law, viz. that, first, "auricular confessions, made to a Roman-Catholic priest, are at least privileged to this extent, that the court will in no case whatever compel the confessor to disclose them; and, secondly, that, perhaps upon a sound conception of the peculiar policy of the institution, and of what is due to public decency and morality, the court will even forbid the question to be put to the confessor, against the consent of his penitent." The first rule must be considered as at least doubtful, and the second as not at all to be relied on.

There is another point also on which we disagree with the learned author. In page 92 he says, in commenting on the existing law under the late acts as to the solemnization of marriages, (6 & 7 Will. 4, c. 85; 7 Will. 4 & 1 Vict. c. 22), that the statutory enactment which makes it felony to solemnize any marriage under the acts in England, (except between Jews and Quakers), otherwise than in an Anglican chapel, unless by special licence, or than in a registered building, or a Registrar's office under the act, "is likely to have a serious operation among Roman Catholic clergymen attending the sick. It is not unfrequently that they feel themselves called upon to urge penitents, in certain cases, to make reparation on their death-beds by marriage. Such marriages, of course, have been never considered valid, except in foro conscientie, and as binding the parties, when convalescent, to complete them by a recourse to the formalities required at law. But, by this section, all illegal celebrations of marriages being made felonies, without any reservation in favour of such peculiar cases, it may often happen that the Roman Catholic ecclesiastic will find himself seriously compromised between his conscientious sense of duty and his inclination to obey the temporal law."

Now, we apprehend, that, when the act makes it felony to solemnize a marriage, it means a marriage, which, being solemnized and consummated, would be binding, although solemnized in contravention of the particular prescribed formalities; and that a marriage, purely affecting the conscience, and that only in reference to the particular religious creed of the parties, is not such a marriage as the act contemplates for the purpose of annexing penalties to the irregular solemnization of it.

These, however, are debatable points, on which, probably, no two lawyers would agree, and the views offered upon them by Mr. Anstey, even if erroneous, detract in no sensible degree from the value of his labours in setting forth the undoubted effects of the law on other points.

We have not left ourselves room to make any comments on the subsequent portions of the work, which treat of the consequences of the relief acts as they affect the position of Roman Catholics, in respect to various civil and political rights, and particularly as they affect their charitable institutions. On all these points Mr. Anstey has, with great industry and good practical arrangement, collected the enactments and authorities, and has succeeded in producing a work of considerable practical interest and utility.

## Imperial Parliament.

### HOUSE OF LORDS.

Monday, July 18.

*The Lord Chancellor*, in moving the second reading of the Bankruptcy Bill, called the attention of the House at the same time to the other Bills which he had laid on the table for the Improvement of the Law of Lunacy and of County Courts. His Lordship said, with regard to the Bankruptcy Bill, he had adopted many of the parts of the Bill proposed by his noble and learned friend Lord Cottenham. With regard to those, founded as they were on the Report of the Commissioners appointed by Lord Cottenham, it would be better to leave them for the consideration of the committee. But he wished particularly to call their Lordships' attention to the proposed mode of administering the Bankrupt Laws. That portion of the system established by his noble and learned friend Lord Brougham, which consisted of the commissioners and official assignees, had given great and general satisfaction to the trading community. But it extended only to a circle of forty miles round London. He proposed to extend it, not by drawing a circle, but by applying it in certain counties, which would in

effect extend it to a circle of 100 miles round London. He proposed to establish at five central points in five great towns beyond the London district, commissioners vested with the same power which was now vested in the London commissioners. They would have the same quantity of duty as now performed by the London commissioners, having a similar range and a similar jurisdiction. Next, with respect to the Lunacy measure. He proposed to carry this out by commissioners, the metropolitan district to extend twenty miles beyond London. The alteration which he proposed was the appointment of two commissioners for carrying the law into effect, both for the metropolitan district and throughout the country. He thought that two would be sufficient. He proposed also to do away with the payment of the commissioners by fees, a practice calculated to prolong the inquiries. He proposed, that the two commissioners should not only preside at the inquisition, but that many of the inquiries now taken before the Master should be conducted under the superintendence of the commissioners by *viva voce* evidence. He proposed also, that visitors, of whose number the commissioners should constitute a part, should have a continued superintendence over and examination into the condition of lunatics, so as to secure a continuance of their comfort, as well as the preservation of their property. Lastly, his Lordship came to the consideration of Local Courts. To Courts of this nature he had always had great objection, but as there appeared to be a great desire for them, it was better they should be all shaped on one uniform system, than that they should be in various and anomalous shapes, as at present. He objected to local Judges, both because of their liability to local prejudices and interests, and because they would fall from their isolation to preserve a uniform state of the law. He proposed to alter the judicial system of the country as little as possible. County Courts were a part of our ancient system of judicature; they were presided over by the county clerk, whose jurisdiction extended to 40s. If he extended it to 5l., he should innovate as little as possible on this ancient jurisdiction. He proposed, that the persons appointed to be judges should not be resident in the locality of their jurisdiction, but that about eight harristers of a certain standing should be appointed to make six or eight circuits a year. This he thought would be sufficient to dispatch the business. He would not enter into the details of the bill, which must necessarily be in a great measure like the details of every other Local Courts Bill, but content himself with stating the difference in principle between his Bill and those of his predecessors. He had thought it better to unite the three measures mentioned in one discussion, in order that their Lordships might dispose of them at once. He moved, that the Bankruptcy Bill be read a second time.

Lord Cottenham said, that as regarded the Bankruptcy Bill, it had been admitted by the Lord Chancellor, that his Bill had been copied in great part from his, (Lord Cottenham's). With regard to the County Courts Bill, he did not differ from the Lord Chancellor as to the extent of jurisdiction to be conferred on those Courts, or as to the modes in which the Courts were to transact the business. He objected, however, to his Bankruptcy Bill, because he left untouched the question of Insolvency, which his, Lord Cottenham's, had included. He objected also to the plan of Itinerant Commissioners in Lunacy, which he thought wholly impracticable. And as regarded the County Courts Bill, he thought the measure would be more complete by appointing a permanent resident Judge in the towns of principal importance, to be assisted in the performance of their duties by the regular Circuit Judges for each district as proposed by the Bill.

Lord Brougham said the chief difference between the Lord Chancellor's plan and that which he had in 1833 proposed, was that between a resident Judge and an ambulatory one. His Lordship argued that there was not any danger in having a permanent resident Judge in the present state of society and of the Bar; and alluded to the case of Scotland, where from time out of mind there had been in each county a permanent Local Judge, the sheriff depute, without any mischief or imputation of partiality.

Lord Wynford agreed fully with the Lord Chancellor, and thought his plan would be a great benefit to the country.

After a few words from Lord Campbell, who disapproved the measure, the Lord Chancellor replied, and the Bankruptcy Law Amendment Bill, the County Courts Bill, and the Lunacy Bill, went through a second reading, and were ordered to be committed on Friday.

## HOUSE OF COMMONS.

Wednesday, July 20.

The Prisoners Bill, and Election Petition Trial Bill, were both read a third time and passed.

## PUBLIC GENERAL STATUTES.

5 VICTORIA.—SESSION 2.

## CAP. I.

An Act better to provide for the Application to the Service of the Year 1841 of the Sums granted in the two last Sessions of Parliament. [15th February, 1842.]

## CAP. II.

An Act to enable his Royal Highness Albert Edward, Prince of Wales, to make Leases and Grants of Land and Hereditaments Parcel of his said Royal Highness's Duchy of Cornwall, or annexed to the Same, and for the other Purposes therein mentioned. [15th March, 1842.]

## CAP. III.

An Act to confirm an Act of the Legislature of Van Diemen's Land for authorizing the Levy of certain Duties of Customs and on Spirits. [15th March, 1842.]

## CAP. IV.

An Act to provide for the Increase of the Number of Bishops and Archdeacons in the West Indies, and to amend the several Acts relating thereto. [23rd March, 1842.]

## CAP. V.

An Act to continue to the 1st August, 1843, the Act to amend the Laws relating to Loan Societies. [23rd March, 1842.]

## CAP. VI.

An Act to amend an Act of her present Majesty for Vacating any Presentment for Rebuilding the Gaol of Newgate in Dublin, and any Contract between the Commissioners for Rebuilding the said Gaol and the Contractor. [23rd March, 1842.]

## CAP. VII.

An Act to explain the Acts for the better Regulation of certain Apprentices. [23rd March, 1842.]

## CAP. VIII.

An Act to apply the Sum of eight Millions out of the Consolidated Fund to the Service of the Year 1842. [23rd March, 1842.]

## CAP. IX.

An Act to authorize the Advance of Money out of the Consolidated Fund to a limited Amount, for carrying on Public Works and Fisheries, and Employment of the Poor, and to amend the Acts authorizing the Issue of Exchequer Bills for the like Purposes. [22nd April, 1842.]

## CAP. X.

An Act to indemnify such Persons in the United Kingdom as have omitted to qualify themselves for Offices and Employments, and to extend the Time limited for those Purposes respectively until the 25th March, 1843, and for the Relief of Clerks to Attornies and Solicitors in certain Cases. [22nd April, 1842.]

## CAP. XI.

An Act for appointing Commissioners to inquire as to the Issue, Receipt, Circulation, and Possession of certain Forged Exchequer Bills. [22nd April, 1842.]

## CAP. XII.

An Act for Punishing Mutiny and Desertion, and for the better Payment of the Army, and their Quarters. [22nd April, 1842.]

## CAP. XIII.

An Act for the Regulation of her Majesty's Royal Marine Forces while on Shore. [22nd April, 1842.]

## CAP. XIV.

An Act to amend the Laws for the Importation of Corn. [29th April, 1842.]

## CAP. XV.

An Act to impose an additional Duty on Spirits, and to repeal the Allowance on Spirits made from Malt only in Ireland. [29th April, 1842.]

## CAP. XVI.

An Act to continue until the End of the Sessions of Parliament next after the 31st July, 1844, certain of the Allowances of the Duty of Excise on Soap used in Manufactures.

[13th May, 1842.]

## CAP. XVII.

An Act for preventing until the 1st May, 1845, Ships clearing out from any Port in British North America or in the Settlement of Honduras from loading any Part of their Cargo of Timber upon Deck.

[13th May, 1840.]

## CAP. XVIII.

An Act to explain and amend the Acts regulating the Sale of Parish Property; and to make further Provision for the Discharge of Debts, Liabilities, and Engagements incurred by or on behalf of Parishes.

[13th May, 1842.]

SECT. 1 recites the 5 & 6 Will. 4, c. 69, s. 1, and doubts on its construction, and enacts, That all sales, lettings, exchanges, or dispositions of lands, buildings, or other property belonging to any parish or union not formed by the poor-law commissioners, which shall have been or shall be made for any of the said recited purposes by virtue of the said act, and of the statute amending the same passed in the 1 Vict. [c. 50] under the order of the said commissioners, by a majority of the overseers of such parish or of the last acting guardians of such union respectively, to the guardians of any union formed by the said commissioners, shall be and be taken to have been valid.

2 recites doubts on 5 & 6 Will. 4, c. 69, s. 3, and enacts, That the said provisions shall be deemed to have authorized and to authorize the sale, exchange, letting, and disposal, by the guardians of a union formed or to be formed by the said commissioners of any workhouse, tenements, buildings, land, effects, or other property belonging to any parish which shall be comprised in the said union, and in cases of the sale, exchange, letting, and disposal of workhouses, tenements, buildings, land, effects, and other property belonging to a dissolved union to have applied and to apply to a majority of the persons who were the last acting guardians previous to the dissolution of such union: Provided always, that nothing in this act shall be deemed to render valid or to authorize the sale, exchange, letting, or other disposition of any property whatsoever which shall have been given or bequeathed by way of charitable donation, or shall have been allotted in right of some charitable donation or otherwise, for the poor persons of any parish, and not for the general benefit of the rate-payers, parishioners, or inhabitants of such parish, nor to dispense with the consent of the rate-payers and owners of property required by the said last recited act to all sales, exchanges, lettings, or other dispositions of property belonging to any parish, except in the case next hereinafter provided.

3. That where several parishes shall have been or shall be jointly interested in any workhouse, tenements, buildings, lands, whether of freehold, copyhold, or customary tenure, effects or other property, it shall be deemed to have been and shall be lawful for the said commissioners, upon the application of the overseers of the major part of such parishes, and with the consent of the rate-payers and owners of property in the major part of such parishes, to be ascertained in the manner directed by the said act, to order the same to be sold, let, exchanged, or disposed of by the guardians of the union in which such parishes or the greater part thereof shall be situate, in such manner, and subject to such rules, orders, and regulations, as the said commissioners shall deem fit; and it shall be deemed to have been and to be lawful for the said commissioners to direct the application of the produce arising from such sale, letting, or disposition in the same manner and to and for the same purposes as the produce arising from the sales of property belonging to other parishes may be applied to: Provided always, that where any conveyance, by way of sale, lease, exchange, disposition, or otherwise, of any property belonging to a parish or union, whether dissolved or not, shall have been or shall hereafter be made by the guardians of any existing union, or a majority of the last acting guardians of any dissolved union, under the order of the said commissioners, the same shall be deemed to have been and to be valid for all the purposes of such conveyance, although the legal estate in such property shall be or shall be presumed to be outstanding in some trustee or trustees who shall not have joined in such conveyance; and in cases of copyhold or customary lands the surrender of the tenant on the roll, being a trustee for any parish or union, shall

not be required, but the admission of the party to whom the guardians or overseers shall, under the authority of the said recited acts or this act, have conveyed the same, shall take place; upon the production to the steward of the manor of which such lands shall be held of the conveyance from such guardians or overseers duly executed, and upon payment of such fines, dues, or services to the lord of the manor of which the said lands shall be holden, and his steward, as they respectively would be entitled to upon the admission of such party after a surrender by a tenant on the roll.

4. That the powers and provisions of the 1 & 2 Vict. [c. 25] shall extend and apply to the payment of any debts, liabilities, or engagements which heretofore have been bona fide entered into by the parish officers or other person or persons on behalf of any parish, and which shall be proved to the poor-law commissioners to have been recognised, within one year before the passing of the said act of the fifth year of his late Majesty, as existing parish debts, liabilities, or engagements, by the inhabitants of such parish in vestry assembled, or by payment and allowance of interest thereon out of the funds applicable to the relief of the poor of such parish.

5. That it shall be lawful for the poor-law commissioners, by an order under their hands and seal, upon the receipt of a copy under the hands of the overseers of the poor of any parish of a resolution passed at a meeting of rate-payers and owners of property entitled to vote according to the provisions of the said act of the fifth year of the reign of his late Majesty, duly convened and held for the purpose, after public notice of the time and place and purpose of holding such meeting shall have been given in like manner as notices of vestry meetings are published and given, consenting to the issue of such order, to direct the said overseers, by equal annual instalments, not exceeding ten, to pay or discharge, out of the poor rates, or other monies in their hands applicable in aid of the poor rates of the said parish, any such debt, liability, or engagement as aforesaid, together with all interest due or hereafter to accrue in respect of such debt, liability, or engagement; provided that the said commissioners shall be satisfied, before they issue any such order, that such debt, liability, or engagement constitutes a fair and just claim against the said parish, and shall approve of and sanction the discharge thereof.

6. That it shall be lawful for the said overseers, and they are hereby required, if so directed by such order and resolution as aforesaid, to borrow any sum that may be requisite to enable them to pay and discharge any such debt, liability, or engagement as aforesaid, or any part thereof, and to charge the poor rates of the said parish with the repayment of the sum borrowed for such purpose, and the interest thereof, so nevertheless that the sum so borrowed shall be repaid by equal annual instalments, not exceeding ten; and every instrument by which the rates shall be charged under the provisions of this act shall be approved of by the poor-law commissioners, and registered in their office.

7. And whereas various sums of money have been borrowed under the authority of an act passed in the 22 Geo. 3, [c. 83], intitled "An Act for the better Relief and Employment of the Poor," and securities authorized by that statute have been given in respect of such sums of money, and are now outstanding against the parishes on whose behalf the said sums were advanced, and the provisions of the several statutes in this behalf do not afford a satisfactory mode of liquidating such debts; be it therefore enacted, that where any parish is now or at any time hereafter shall be comprised in any union formed or to be formed under the said act of the fifth year of the reign of his late Majesty, or shall be under the management of a board of guardians, and the poor rates thereof shall be liable to the payment of any debt duly borrowed and secured under the authority of the said act of the 22 Geo. 3, the guardians of such union or parish respectively shall be required to make such provision for the liquidation of the said debt in full, or by equal annual instalments, not exceeding ten, as the said commissioners shall by order under their hands and seal direct; and for such purpose such guardians are hereby empowered to make any order or orders upon the overseers of such parish as the said guardians may find necessary, and shall have all the same powers for enforcing such order or orders as they now have by law in regard to the contributions required by such guardians.

8. Provides, That nothing in this act contained shall be deemed or taken to render any debt, liability, or engagement, a valid charge upon the poor rates of any parish which is not

at the time of the passing hereof a subsisting legal charge thereon, except where such resolution shall have been passed and such order shall have been made as aforesaid: and provided always, that every payment out of the poor rates, either of principal or interest, in respect of any such debt, liability, or engagement, without such order of the said commissioners, shall be unlawful, and as such disallowed in the accounts of the officer or officers or other person paying the same.

9. That every word used in this act shall, where the context shall not be at variance with such interpretation, be deemed to express the meaning assigned thereto in the said recited act of the fifth year of the reign of his late Majesty; and every order, regulation, mortgage, security, charge, or other instrument made and executed under the provisions of this act shall be subject to the same incidents, exemptions, provisions, or regulations, as it would have been subject to if made under the powers contained in the said last-recited act.

#### CAP. XIX.

An Act to empower the Commissioners of her Majesty's Woods to form a new Opening from the Knightsbridge Road into Hyde Park, and a new Opening from High-street, Kensington, into an intended new Road across the Palace Green, and for annexing a Piece of extra-parochial Ground in the Royal Garden to the respective Parishes of Saint Mary Abbots, Kensington, and Saint Mary, Paddington, in several Portions.

[13th May, 1842.]

#### CAP. XX.

An Act to extend an Act passed in the fourth and fifth Years of her present Majesty, for enabling her Majesty's Commissioners of Woods to purchase certain Lands for Victoria Park.

[13th May, 1842.]

#### CAP. XXI.

An Act for raising the Sum of nine Millions one hundred Thousand Pounds by Exchequer Bills for the Service of the Year 1842.

[13th May, 1842.]

#### CAP. XXII.

An Act for consolidating the Queen's Bench, Fleet, and Marshalsea Prisons, and for regulating the Queen's Prison.

[31st May, 1842.]

Whereas the prison of the Marshalsea of the Court of Queen's Bench is a prison for debtors, and for persons confined under the sentence or charged with contempt of her Majesty's Court of Queen's Bench: And whereas the Fleet prison is a prison for debtors and bankrupts, and for persons charged with contempt of her Majesty's Courts of Chancery, Exchequer, and Common Pleas: And whereas the prison of the Marshalsea of her Majesty's household is a prison for debtors, and for persons charged with contempt of her Majesty's Courts of the Marshalsea, the Court of the Queen's Palace of Westminster, and the High Court of Admiralty, and also for Admiralty prisoners under sentence of courts-martial: And whereas by an act passed in the 1 & 2 Vict. [c. 110], intitled "An Act for abolishing Arrest on Mesne Process in Civil Actions, except in certain Cases; for extending the Remedies of Creditors against the Property of Debtors; and for amending the Laws for the Relief of Insolvent Debtors in England," arrest on mesne process in civil actions was abolished, except in certain cases, and further provision was made for the relief of insolvent debtors, by reason whereof the prison of the Court of Queen's Bench is sufficient to contain all the persons who are now imprisoned within the said several prisons, or who will be hereafter taken in execution of process of the said several courts: Be it enacted, That after the passing of this act the prison now known as the prison of the Marshalsea of the Court of Queen's Bench shall be called the Queen's prison, and shall be the only prison for all debtors, bankrupts, or other persons who before the passing of this act might lawfully have been imprisoned in any of the said prisons of the Marshalsea of the Court of Queen's Bench, the Fleet prison, or the prison of the Marshalsea and of the Court of the Queen's Palace of Westminster; and after the passing of this act no person shall be committed from any of the said courts to the Fleet prison or prison of the Marshalsea; and that the persons imprisoned in the Queen's prison shall be there in the custody of the Marshal or Keeper of the Queen's prison, from whichever of the said courts they shall have been severally committed; and all securities taken from any officer of the Queen's Bench prison for performance of his duty respecting the prisoners now confined in the Queen's Bench prison shall

enure for securing the performance of the like duty respecting the prisoners who shall be confined in the Queen's prison under this act; and all rules, orders, and enactments now in force respecting the Queen's Bench prison and the prisoners therein shall be taken to apply in all respects to all the prisoners who shall be confined in the Queen's prison, subject to the provisions hereinafter contained: Provided always, that until the removal of the persons now imprisoned in the Fleet prison and prison of the Marshalsea and of the Court of the Queen's Palace of Westminster, as hereinafter provided, such persons may be lawfully detained within the prison in which they are now severally confined, and shall be there in the same custody and subject to all the rules now in force respecting such prisoners as if this act had not been made.

2. That within one calendar month after the passing of this act the warden of the Fleet prison and the keeper of the prison of the Marshalsea and of the Court of the Queen's Palace of Westminster, shall severally certify under their hands to the Lord Chief Justice of the Court of Queen's Bench, a true list of the names of the prisoners then in their custody, with the several causes and times of their commitments; and as soon thereafter as the Queen's prison can be conveniently made ready for the reception of the prisoners to be removed under this act, the Lord Chief Justice of the Court of Queen's Bench shall issue his warrant or warrants from time to time, under his hand, severally directed to the warden of the Fleet prison and to the keeper of the prison of the Marshalsea and of the Court of the Queen's Palace of Westminster, requiring them severally to deliver into the custody of the Marshal of the Queen's prison the persons then in their custody, or such of them as shall be named in any such warrant; and upon the receipt of any such warrant the said warden and keeper shall severally deliver into the custody of the Marshal of the Queen's prison the persons named in the said warrant, with the several warrants of commitment of such persons delivered, and the Marshal of the Queen's prison shall forthwith convey the prisoners so delivered into his custody to the Queen's prison; and if any person named in any such warrant of the Lord Chief Justice shall have been lawfully discharged out of the custody of the said warden or keeper before the execution of the warrant, the said warden or keeper shall certify the fact under his hand to the said Lord Chief Justice, and shall deliver such certificate to the Marshal of the Queen's prison; and the removal of any such prisoners in obedience to the warrant of the Lord Chief Justice as aforesaid shall not be construed to be an escape.

3. That as soon as all the prisoners confined in the Fleet prison shall have been discharged, or removed under this act into the custody of the Marshal of the Queen's prison, all records, books, and papers in the custody of any officer of the Fleet prison relating to the business of the said prison shall be delivered to the Marshal of the Queen's prison, and the offices of warden of the Fleet, deputy warden, clerk of the papers, and all other offices of the Fleet prison, shall be abolished; and as soon as all the prisoners confined in the prison of the Marshalsea and of the Court of the Queen's Palace at Westminster shall have been discharged, or removed under this act into the custody of the Marshal of the Queen's prison, all records, books, and papers in the custody of any officer of the prison of the said Marshalsea and Palace Court relating to the business of the said prison shall be delivered to the Marshal of the Queen's prison, and the offices of keeper, chaplain, surgeon, and all other offices of the prison of the said Marshalsea and Palace court shall be abolished.

4. Officers whose offices are abolished may make claims for compensation.

5. Salaries now paid out of the civil list to be retained as part of the consolidation fund.

6. Discontinued prisons declared to be vested in the crown.

7. That where by any act now in force anything is provided to be done with respect to the Fleet or Marshalsea prison or the prisoners therein, or the warden or keeper of either of the said prisons, the said acts, unless so far as any such provision is repealed or altered by this act, shall continue in force, and shall be taken to apply to the Queen's prison and to the prisoners therein, and to the marshal or keeper of the Queen's prison respectively.

8. Sums payable for the relief of poor prisoners to the treasurer of the county of Surrey and chamberlain of the city of London under 53 Geo. 3, [c. 113], to be paid to the Keeper of the Queen's prison.

9. So much of 53 Geo. 3 [c. 113] as provides for the administration of the relief to prisoners in execution, and the accounting for the monies received for that purpose, repealed. Keeper of the Queen's prison to account.

10. That the Warden of the Fleet prison and Keeper of the prison of the Marshalsea and Court of the Queen's Palace of Westminster shall severally make out and deliver to the Marshal of the Queen's prison a true list of all charitable gifts and bequests heretofore made for the relief of poor prisoners or for the discharge of poor debtors in the Fleet and Marshalsea prisons respectively; and all the said gifts and bequests, and also all charitable gifts and bequests heretofore made for the relief of poor prisoners or for the discharge of poor debtors in the King's Bench prison, shall be applied, after the removal of all the prisoners in the Fleet and Marshalsea prisons, to the Queen's prison, for the relief of poor prisoners or discharge of poor debtors (as the case may be) in the Queen's prison, as well of those who but for the passing of this act would have been imprisoned in the Queen's Bench prison, as of those who but for the passing of this act would have been imprisoned in the Fleet prison or Marshalsea prison indiscriminately, according to their wants, at the discretion of the persons lawfully administering such charitable gifts and bequests respectively.

11. And whereas by an act passed in the 55 Geo. 3, [c. 50], intitled "An Act for the Abolition of Gaol and other Fees connected with the Gaols in England," it was provided, that nothing therein contained should be construed to extend to the King's Bench prison, his Majesty's prison of the Fleet, the Marshalsea and Palace Courts; be it enacted, That after the passing of this act all fees and gratuities paid or payable by any prisoners on the entrance, commitment to, continuance in, or discharge from the Queen's prison, except as hereinafter provided, shall absolutely cease, and any Marshal or Keeper or other officer of the Queen's prison who, after the passing of this act, shall exact from any prisoner any fee or gratuity for or on account of the entrance, commitment, or discharge of such prisoner, or in the name of chamber rent, or for any other purpose whatsoever, except such as shall from time to time be sanctioned by the commissioners of her Majesty's Treasury, for any work and labour actually performed for the use and benefit of any prisoner, or who shall detain any prisoner in custody for non-payment of any fee, rent, or gratuity, shall be rendered incapable of holding his office, be guilty of a misdemeanor, and be punished by fine and imprisonment.

12. And whereas, owing to the former crowded state of the Queen's Bench and Fleet prisons, a practice hath prevailed of suffering prisoners to go at large within districts adjacent to the said prisons, and known by the names of "The Rules of the Queen's Bench prison," and "The Rules of the Fleet prison," on payment of certain fees, and on giving security to the marshal and warden respectively: and whereas it is expedient that such practice, and also the practice of granting day rules, be abolished; be it enacted, That after the passing of this act it shall not be lawful for the Marshal or Keeper of the Queen's prison to grant any day rule, or to grant the liberty of the rules to any person, except for the purpose of continuing the liberty of the rules of the Queen's Bench prison for such time as the marshal shall think fit, not more than twelve calendar months after the passing of this act, to those persons who shall be in the enjoyment of the liberty of the rules of the Queen's Bench or Fleet prison at the time of the passing of this act; and that all persons in the custody of the marshal or keeper to whom the liberty of the rules of one of the said prisons shall not have been granted before the passing of this act, and also those persons to whom such liberty shall have been granted before the passing of this act, after the next determination of such liberty, shall be confined within the walls of the Queen's prison, and that it shall be deemed an escape if any such prisoner be suffered to go beyond the walls of the prison, except as hereinafter provided.

13. That if the Marshal of the Queen's prison shall think fit to grant the liberty of the rules of the Queen's Bench prison to any person who at the time of the passing of this act shall be in the enjoyment of the liberty of the rules of the Fleet prison, and shall be removed into the custody of the said marshal under this act, the said marshal shall not exact any fee from such person for granting such liberty; and the securities to be entered into and executed in favour of the said marshal, for assurance that such person will not escape out of the custody of the said marshal, shall not be liable to any stamp duty.

14. That if any prisoner confined in the Queen's prison shall become or be found to be of unsound mind during his or her imprisonment, and shall be so reported by the marshal or keeper thereof to one of her Majesty's principal Secretaries of State, it shall be lawful for such Secretary of State, by warrant under his hand directed to the said marshal or keeper, upon the certificate of two physicians or surgeons that such prisoner is of unsound mind, to order that such prisoner shall be forthwith removed to the royal hospital of Bethlehem, and the president, treasurer, and governors of Bethlehem hospital shall be bound to receive such prisoner, and him or her safely to keep, until a warrant of the Secretary of State shall be directed to them for re-delivery of such prisoner into the custody of the Marshal or Keeper of the Queen's prison as hereinafter provided, and such removal shall not be construed to be an escape; and every prisoner so removed shall remain under confinement in Bethlehem hospital until it shall be duly certified to one of her Majesty's principal Secretaries of State, by two physicians or surgeons, that such prisoner hath become of sound mind, whereupon the Secretary of State shall issue his warrant to the president, treasurer, and governors of Bethlehem hospital, ordering that such prisoner be re-delivered into the custody of the Marshal or Keeper of the Queen's prison, for the purpose of being remanded to the Queen's prison, and neither the Marshal or Keeper of the Queen's prison, nor the president, treasurer, and governors of Bethlehem hospital, shall be answerable for any escape which such prisoner may make out of Bethlehem hospital.

15. Secretary of State may direct removal of prisoners in cases of contagious diseases or emergency.

16. That after the passing of this act the rules for the government and regulation of the Queen's prison shall be made from time to time by one of her Majesty's principal Secretaries of State, who shall subscribe a certificate that such rules are fit to be enforced; and all rules so made shall be binding upon the marshal or keeper and other officers of the prison, and upon the prisoners confined therein; and all such rules shall be laid before parliament within six weeks after such rules shall be certified, or if parliament be not then sitting, within six weeks after the next meeting of parliament; and so much of any act as relates to the making of rules for the said prison by any court in Westminster Hall shall be repealed: Provided always, that the judges of her Majesty's Courts of Queen's Bench, Exchequer, and Common Pleas, and of her Majesty's High Courts of Chancery and Admiralty, shall have and exercise the same powers with respect to ordering the Marshal or Keeper of the Queen's prison to take into his custody any person committed by them respectively, or to bring before them respectively any prisoner in his custody, which the said judges now have with respect to the several keepers of the prisons now belonging to the said courts, or any of them.

17. That in the Queen's prison the male prisoners shall be separated from the female prisoners, so as to prevent all communication between them, and that the prisoners of each sex shall be divided into the following classes; that is to say,

1. Debtors remanded by the commissioners of the Court for the Relief of Insolvent Debtors on the ground of fraud, or for refusing to file a schedule of their property;
  2. Debtors who do not maintain themselves, and are not included in the first class;
  3. Debtors who do maintain themselves, and are not included in the first class;
  4. Prisoners committed for libel;
  5. Prisoners committed for assault;
  6. Prisoners committed by Courts-martial;
  7. Prisoners not included in any of the foregoing classes:
- And that it shall be lawful for the Secretary of State to make separate rules for each class of prisoners, and that, as far as the construction of the prison will allow thereof, the prisoners of each class shall be separated from each other, and especially the debtors from the prisoners confined for other causes than for debt.

18. That after the passing of this act no prisoner in the Queen's prison shall be allowed to send for or to have any beer, ale, victuals, or other food, or to send for, have, or use any bedding, linen, or other things, except such as shall be allowed to be brought by them respectively under such rules, to be made in the manner directed by this act, as may be reasonable



and expedient to prevent extravagance and luxury, and for enforcing due order and discipline within the prison.

19. That all inquests upon the body of any person dying within the Queen's prison, or the rules of the Queen's Bench prison, shall be holden after the passing of this act before the coroner of the city of London, in like manner as any inquests holden within the borough of Southwark.

20. That the clerk of the papers of the Queen's prison shall be empowered to take the affidavits of prisoners within the said prison on any proceeding in any court of law or equity in like manner as he is now empowered to take the affidavits of prisoners in the Queen's Bench prison in any proceeding in the Court of Queen's Bench; and for taking every such affidavit the clerk of the papers shall be entitled to have a fee of 1s. and no more.

21. That so much shall be repealed of an act passed in 27 Geo. 2, [c. 17] intituled "An Act for re-vesting in the Crown the Power of appointing the Marshal of the Marshalsea of the Court of King's Bench, and for the better Regulation of that Office, and of the inferior Offices thereto belonging, and for rebuilding the King's Bench Prison," as provides that the Marshal of the Marshalsea aforesaid for the time being shall from time to time and at all times from thenceforth, at his own costs and charges, by and out of the fees and profits incident to his said office, well and sufficiently repair and keep in good repair the said prison, and all the buildings and appurtenances thereunto belonging.

22. That after the next vacancy of the office of Marshal of the Queen's prison the person having the custody of the said prison shall be called the keeper of the Queen's prison, and one of her Majesty's principal Secretaries of State shall appoint, and at his pleasure may remove, the keeper of the Queen's prison; and that the offices of deputy marshal and clerk of the day rules shall be abolished upon the next vacancy thereof, and that the clerk of the papers shall be thereafter empowered to act as deputy keeper in case of the illness or unavoidable absence of the marshal or keeper; and that the Secretary of State shall appoint, and at his pleasure may remove, a chaplain and surgeon for the said prison; and that the marshal or keeper, subject to the approval of the Secretary of State, shall appoint and may remove the clerk of the papers and a matron, and such other officers and servants as may be necessary for the service and discipline of the prison: Provided always, that no keeper of the Queen's prison hereafter to be appointed shall enter upon his office until he shall have given good and sufficient security to the Queen's Majesty, her heirs and successors, for his good behaviour in the said office, such security to be approved by the Lord High Treasurer, or by the Commissioners of her Majesty's Treasury, and to be for such amount as he or they from time to time shall think fit.

23. That after the passing of this act the Lord Chancellor, the Lord Chief Justice of the Court of Common Pleas, and the Lord Chief Baron of the Court of Exchequer, shall severally appoint the tipstiffs heretofore appointed by the warden of the Fleet prison to act in the Courts of Chancery, Common Pleas, and Exchequer respectively; and after the next vacancy of the office of Marshal of the Queen's prison the Lord Chief Justice of the Court of Queen's Bench shall appoint the tipstiffs heretofore appointed by the Marshal of the Queen's Bench prison to act in the Court of Queen's Bench; and the tipstiffs so appointed shall perform the same duties and be entitled to the same emoluments respectively as the tipstiffs heretofore appointed by the said warden and marshal respectively; and nothing herein contained respecting the abolition of fees payable by prisoners shall be taken to apply to any fees payable to any of the said tipstiffs.

24. That such yearly salary as to the Lord High Treasurer or commissioners of her Majesty's treasury from time to time shall seem fit shall be paid to the marshal or keeper, clerk of the papers, chaplain, surgeon, matron, and other officers and servants of the said prison, not being more after the next vacancy of the office of marshal than 800*l.* to the keeper, and not being more after the next vacancy of the office of clerk of the papers than 400*l.* to the clerk of the papers, and not being more than 150*l.* to the chaplain, and such salaries to the surgeon, matron, and other officers and servants of the prison as are suitable for the services they will have to perform.

25. That the said salaries and annuities shall be paid free and clear of all fees, taxes, and charges whatsoever, by four

equal quarterly payments, on the 5th day of January, the 5th day of April, the 5th day of July, and the 10th day of October in every year, provided that the payment to be made in each case on the first of the said quarterly days which shall happen after the accrual of the right thereunto of the person receiving the same under this act shall be a rateable proportion of a quarter's salary according to the time then elapsed since the accrual of such right; and in case of vacancy in the office of the marshal or keeper, clerk of the papers, chaplain, surgeon, matron, or any officer or servant of the prison, the person making the vacancy, his executors or administrators, shall be entitled to a proportional part of his quarterly salary, according to the time elapsed between the vacancy and the last quarterly payment.

26. Salaries and allowances to be defrayed from the Consolidated Fund.

27. Officers of the Queen's prison to be within the provisions of 4 & 5 Will. 4, [c. 24].

#### CAP. XXIII.

An Act to continue until the 31st July, 1843, and to the end of the then Session of Parliament, the several Acts for regulating Turnpike Roads in Ireland. [31st May, 1842.]

#### CAP. XXIV.

An Act for improving the Dublin Police.

[31st May, 1842.]

#### CAP. XXV.

An Act to repeal the Present and impose and allow new countervailing Duties and Drawbacks of Excise on Mixtures and Preparations made with Spirits when removed from or into England, Scotland, or Ireland respectively, and to suspend for a limited Time so much of an Act of the present Session as repeals the Allowance on Spirits made from Malt only in Ireland. [31st May, 1842.]

#### CAP. XXVI.

An Act to alter and amend the Law relating to Ecclesiastical Houses of Residence.

[31st May, 1842.]

(To be continued).

### London Gazettes.

TUESDAY, JULY 19.

#### DECLARATION OF INSOLVENCY.

CHARLES BINDLEY, Birmingham, coach-maker, dealer in carriages, and livery-stable keeper.

#### BANKRUPTS.

CHARLES MASSEY DARBY, Regent-street, St. Mary-le-bone, printer, stationer, and bookseller, July 29 at half-past 11, and Aug. 30 at 11, Court of Bankruptcy: Off. ass. Whitmore; Sols. Wimburn & Co., 62, Chancery-lane.—Fiat dated July 11.

DAVID LOW, Adam's-court, Old Broad-st., merchant, July 26 at 2, and Aug. 30 at 1, Court of Bankruptcy: Off. ass. Pennell; Sols. Druce & Sons, Billiter-square.—Fiat dated July 15.

JAMES ATKINS, sen., and JAMES ATKINS, jun., Coulsdon, Surrey, lime merchants, Aug. 5 at 1, and Aug. 30 at 2, Court of Bankruptcy: Off. ass. Edwards; Sol. Smith, 27, Bridge-st., Southwark.—Fiat dated July 5.

JOHN WILLIAM VOGEL, Cloak-lane, London, bookseller, and publisher of Robson's Directory and Court Guide, July 27 at 1, and Aug. 30 at 10, Court of Bankruptcy: Off. ass. Gibson; Sol. Moss, Cloak-lane, City.—Fiat dated July 12.

JOSHUA BOLSHAW, Liverpool, sail maker, Aug. 3 and 30 at 1, Clarendon-rooms, Liverpool: Sols. Thompson, Liverpool; Norris & Co., 19, Bartlett's-buildings, Holborn.—Fiat dated July 1.

JAMES STUART, Liverpool, draper and tea dealer, Aug. 3 and 30 at 1, Clarendon-rooms, Liverpool: Sols. Evans, Liverpool; Oliver, 36, Old Jewry, London.—Fiat dated July 8.

THOMAS BROOKE, JOSEPH LANG, JOSEPH WILBY, and JONAS MILNES, Liversedge, Yorkshire, blanket manufacturers and scribbling and fulling millers, July 30 at 10, and Aug. 30 at 12, George Inn, Huddersfield: Sols. Watts, Dewsbury; Jaques & Co., 8, Ely-place.—Fiat dated July 1.

**JONATHAN SMITH SPINKS** and **JOHN MOLSON**, Liverpool, coal merchants, Aug. 3 and 30 at 2, Clarendon-rooms, Liverpool: Sols. Cornthwaite, Liverpool; Cornthwaite, Dean's-ct., Doctors'-commons.—Fiat dated July 13.

**JOHN RATE**, Eastgate, Bourn, Lincolnshire, feltmonger, July 28 and Aug. 30 at 11, Standwell's Hotel, Stamford: Sols. Willders, Bourn; Allen & Co., 17, Carlisle-st., Soho-square.—Fiat dated July 11.

**WILLIAM WILLIAMS**, Goudhurst, Kent, wheelwright, Aug. 2 and 30 at 11, George Inn, Salehurst, Sussex: Sols. Miller, Goudhurst; Wilton & Blackman, Raymond-bdgs., Gray's-inn.—Fiat dated July 1.

**SAMUEL BROWN**, Liverpool, millwright and engineer, July 28 and Aug. 30 at 12, Clarendon-rooms, Liverpool: Sols. Brabner & Atkinson, Liverpool; Vincent & Sherwood, Temple.—Fiat dated July 15.

**SAMUEL HALSTED SMYTH**, Cambridge, coach maker, Aug. 1 and 30 at 11, Eagle Inn, Cambridge: Sols. Twiss & Marshall, Cambridge; Pike, 26, Old Burlington-st.—Fiat dated July 12.

**JOHN SPARHAM**, Troston, Suffolk, miller and maltster, July 28 and Aug. 30 at 12, Globe Inn, Bury St. Edmunds: Sols. Wing, Bury St. Edmunds; Chilton & Acland, 7, Chancery-lane.—Fiat dated June 22.

## MEETINGS.

*Daniel Howard*, Swallow-st., Regent-street, Westminster, victualler, July 29 at half-past 10, Court of Bankruptcy, pr. d.—*Geo. Gibson*, Ratcliffe-highway, upholsterer, Aug. 2 at 12, Court of Bankruptcy, last ex.—*S. F. Stephens*, Old Broad-st., bill-broker, Aug. 11 at 12, Court of Bankruptcy, last ex.—*John Frank*, Maesbury-hall, Oswestry, Shropshire, farmer, Aug. 2 at 10, Shire-hall, Shrewsbury, last ex.—*Joseph Hill*, Chichester, Sussex, grocer, Sept. 8 at 12, Dolphin Inn, Chichester, aud. ac.—*Ed. Leech*, Cinderhill, within Pilkington, Lancashire, cotton-spinner, Aug. 10 at 1, Swan Inn, Bolton-le-Moors, aud. ac.—*John Buckton*, Darlington, Durham, grocer, Aug. 11 at 12, King's Head Inn, Darlington, aud. ac.; at 1, div.—*Joseph H. Arnold* and *Wm. Henry Woollett*, Clement's-lane, ship and insurance-agents, Aug. 11 at 2, Court of Bankruptcy, div.—*Hen. Staffell*, Strood, Kent, druggist, Aug. 11 at 12, Court of Bankruptcy, div.—*John Lamont*, J. David Stewart, and *John Mattheys*, Skinner-st., Bishops-gate, brewers, Aug. 10 at 11, Court of Bankruptcy, div.—*J. Rose*, Monk Wearmouth Shore, Durham, grocer, Aug. 12 at 12, Thompson Arms Inn, Sunderland, pr. d.; at 1, aud. ac.; at 2, div.—*Josiah Grimshaw*, Rawcliffe, Snaith, Yorkshire, draper, Aug. 15 at 11, Guildhall, Doncaster, aud. ac.; at 1, div.—*Charles Henry Webb*, Forebridge, Staffordshire, corn-dealer, Aug. 15 at 10, Swan Inn, Stafford, aud. ac.; at 11, div.—*John Radford*, Tiverton, Devonshire, upholsterer, Aug. 29 at 12, Old London Inn, Exeter, aud. ac.; at 1, div.—*T. Brown* and *Robt. Brown*, Jarrow, Durham, canvas manufacturer, Aug. 10 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*John Smith*, Daintry and *John Ryle*, Manchester, bankers, Aug. 11 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, aud. ac. and div.; Aug. 12 at 10, pr. d.; at 11, aud. ac. and div.—*Edwin Turner* and *John Ogden*, Leeds, Yorkshire, iron and brass founders, Aug. 13 at 1, Commissioners'-rooms, Leeds, aud. ac.; at 2, div.

## CERTIFICATES TO BE ALLOWED,

*Unless cause shown to the contrary, on or before Aug. 9.*  
*Spencer Rogers*, Dale-hill, near Burslem, Staffordshire, earthenware dealer.—*Joseph Stansbury*, St. Matthew-place, Hackney-road, bookseller.—*Jas. Edisbury*, Holywell, Flintshire, grocer.—*Wm. Stone*, Gloucester, linen-draper.

## FIATS ANNULLED.

*John Johnson*, Leeds, Yorkshire, tow spinner.—*John Dawson*, Tudeley, and *Wm. Dawson*, Tonbridge, Kent, contractors and builders.

## PARTNERSHIPS DISSOLVED.

*Jos. Colman* and *Wm. H. Cozens*, Norwich, solicitors.—*Jos. Brown* and *William Jacobs*, Southampton, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*James King*, jun., Glasgow, writer and portioner.—*James Hunter*, Edinburgh, silk-mercator.—*Andrew* and *Wm. Phillips*, Aberdeen, merchants.

## INSOLVENT DEBTORS.

*Saturday, July 16, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*John Parry*, Bromley, Kent, out of business, No. 59,422 C.; *Wm. Charman*, assignee.—*Wm. Watkins*, Usk, Monmouthshire, publican, No. 58,973 C.; *James M'Gowan*, assignee.—*Robt. Johnston*, jun., Albany-street, Regent's-park, stock-broker's clerk, No. 53,397 T.; *Wm. Mackinlay Clarke*, assignee.—*Alice Hopkinson*, Dewsbury, Yorkshire, widow, No. 58,349 C.; *George Smith*, assignee.—*J. Osborn*, Upper Montague-street, Montague-square, livery-stable keeper, No. 52,742 T.; *Wm. Carpenter*, assignee.—*Wm. Smith*, Worcester, boatman, No. 59,732 C.; *Wm. Rowland*, assignee.—*Jas. Pearce*, jun., Evesham, Worcestershire, dealer in tobacco, No. 59,680 C.; *Joseph Jones* and *Wm. Price*, assignees.—*Thomas Brown*, Rochdale, Lancashire, assistant to a travelling draper and tea-dealer, No. 38,794 C.; *James Gibb*, assignee.—*Thomas Wayth Gudgeon*, Princes-square, St. George's in the East, auctioneer, No. 53,277 T.; *James Balls*, assignee.—*J. Nott*, Suckley, Worcestershire, labourer, No. 59,781 C.; *W. Rowlands*, assignee.—*Wm. Kennedy*, Kingston-upon-Hull, millwright, No. 59,978 C.; *Wm. Walker*, sen., assignee.—*Thos. Davies*, St. Thomas, Haverfordwest, excise officer, No. 59,965 C.; *Thos. George*, assignee.—*J. W. Evans*, Edgbaston, Warwickshire, commission agent, No. 57,410 C.; *Thos. Kearley*, assignee.—*Charles Salter*, Willand, near Collumpton, Devonshire, out of business, No. 58,983 T.; *D. Gould*, assignee.—*John Pinch*, Turville-st., Church-st., Shoreditch, chair and sofa maker, No. 53,135 T.; *Wm. Dibb*, assignee.—*Mary Barnett*, Kingston-upon-Hull, No. 60,006 C.; *J. King*, assignee.—*Jos. Turkington*, Ripon, Yorkshire, tinner, No. 59,315 C.; *John Brown*, assignee.—*John Singsby*, Staningley, near Leeds, Yorkshire, gun maker, No. 58,861 C.; *Wm. Miers*, assignee.—*Eliz. Harrison*, Cradley, Halesowen, Worcestershire, labourer, No. 59,729 C.; *Joseph Hemming*, assignee.—*Thos. Dowson*, Kirbymoorside, Yorkshire, farmer, No. 59,994 C.; *Robt. Petch*, assignee.—*Moses Mann*, Fakenly, Essex, baker, No. 56,788 C.; *Stephen Williams*, assignee.—*Jas. Hinchliffe*, Leeds, Yorkshire, wood agent, No. 59,817 C.; *John Beckett*, assignee.—*H. H. Cutting*, Ipswich, Suffolk, upholsterer, No. 60,065 C.; *Geo. Keeble*, assignee.—*Fred. Skill*, St. Benedict's-road, Heigham, Norwich, printer, No. 57,381 C.; *John Simmons*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Aug. 9 at 9.*

*Charles Daniel*, Albion-place, Walworth-road, Surrey, perfumer.—*John Waddington*, Garnault-place, Clerkenwell, clerk to a brush manufacturer.—*Chas. Clark*, Granby-st., Hampstead-road, house painter.—*Thos. Edw. Phinn*, Acorn-street, Southampton-st., Camberwell, Surrey, carpenter.—*J. Wonsner*, North Brixton, Surrey, out of business.—*John Cook*, Manor-place, Haggerstone, cabinet maker.—*Fras. Molineux*, Paragon, Hackney, dealer in rope.—*Richard Thos. Hatfield*, Church-st., Battersea, painter.—*Wm. Benj. Rose*, Albany-road, Camberwell, and Mina-road, Old Kent-road, Surrey, locksmith.—*Thos. Hopkins*, jun., Wilson-st., Finsbury, foreman to a whip maker.—*Geo. Kirkham*, Royal-st., Lambeth, out of business.—*Nathan Levy*, Lower-road, Woolwich, near New Charlton, Kent, out of business.—*Thomas Skinner*, Colonnade, Brunswick-sq., coachmaker.

*Court-house, NOTTINGHAM, (Town), Aug. 5 at 10.*

*P. Goodall*, Nottingham, butcher.

*Court-house, SHREWSBURY, Shropshire, Aug. 10 at 10.*

*Wm. Edwards*, Wellington, out of business.—*J. B. Barclay*, Wellington, tea dealer.—*Edw. Acton*, Broadstone, near Much Wenlock, out of business.—*John Booth*, Bridgworth, waterman.—*Wm. H. Price*, Bucknall, near Ludlow, schoolmaster.—*Wm. Condlis*, Wellington, blacksmith.—*Richard Jones*, Oswestry, confectioner.—*Thos. Whittingham*, Shrewsbury, excise officer.—*Wm. Powell*, Oswestry, house painter.—*John Bullock*, Knowls, near Wenlock, blacksmith.—*John Davies*, Amiton Coppice, Almbury, shoemaker.—*Wm. Paim Bothams*, Wellington, out of business.—*R. C. Booth*, Newport, higgler's servant.—*Thos. Oatley*, Tilstock, carpenter.

## INSOLVENT DEBTORS' DIVIDENDS.

*James B. Browne*, Portsmouth, surgeon of Her Majesty's ships in ordinary, July 16, Hallett's, 14, Great George-street,

Westminster: 1s. 5d. in the pound.—*James Jennery*, Cambridge-road, Bethnal-green, stock jobber, June 30, Boxer's, 61, Moorgate-st.: 5s. 9½d. in the pound.

#### METTING.

*Edo. Pugh Owen*, Egryn, Egryn Abbey, Merionethshire, farmer, Aug. 5 at 10, Golden Lion Inn, Dolgelly, sp. aff.

#### FRIDAY, JULY 22.

#### DECLARATIONS OF INSOLVENCY.

**STEPHEN KNIGHT**, Mount-pleasant-farm, West Hoathley, Sussex, cattle dealer.

**JOHN M'GAKEY**, Liverpool, printer.

#### BANKRUPTS.

**JOHN MILLS**, London-wall, canal carrier and wharfinger, Aug. 1 and Sept. 2 at 11, Court of Bankruptcy: Off. Asst. Graham; Sols. Wood, jun., Woodbridge, Suffolk; Waterman & Co., 23, Essex-st., Strand.—Fiat dated July 13.

**HENRY FAWCUS** and **ROBERT FAWCUS**, Stockton-upon-Tees, Durham, timber merchants and ship and insurance brokers, Aug. 4 and Sept. 2 at 1, Murray's Hotel, Black Lion, Stockton-upon-Tees: Sols. Scaife, Newcastle-upon-Tyne; Swain & Co., 6, Frederick's-place, Old Jewry.—Fiat dated June 16.

**GEORGE SKIPP**, Malvern Wells, Hanly Castle, Worcester-shire, cider merchant, vinegar distiller, and chemist, Aug. 1 and Sept. 2 at 11, Elgie's, Worcester: Sols. Reece, Ledbury; Elgie, Worcester; Clarke & Medcalf, Lincoln's-inn-fields.—Fiat dated June 29.

**CHARLES TIMMIS**, Darlaston-green, Stone, Staffordshire, flint grinder, Aug. 13 and Sept. 2 at 12, Trentham Inn, Trentham: Sols. Harding, Burslem; Smith, Southampton-buildings.—Fiat dated July 15.

**WILLIAM SEDDON** and **FRANCIS JORDAN**, St. Helens, Lancashire, millers and flour dealers, Aug. 3 and Sept. 2 at 12, Clarendon-rooms, Liverpool: Sols. Crump & Hasall, Liverpool; Battye & Co., Chancery-lane.—Fiat dated July 19.

**LAWRENCE YABLONSKY**, Birmingham, jeweller and silversmith, Aug. 1 and Sept. 2 at 11, Waterloo-rooms, Birmingham: Sols. Harding, Birmingham; Stafford, 13, Buckingham-st., Strand.—Fiat dated July 16.

**SAMUEL RUSHTON**, Nottingham, ironmonger, July 29 and Sept. 2 at 2, George the Fourth Inn, Nottingham: Sols. W. and S. Parsons, jun., Nottingham; Yallop, 8, Fumival's-inn.—Fiat dated July 19.

**JOHN WALSH** and **ELIJAH HALFORD**, Nottingham, tailors and drapers, July 29 and Sept. 2 at 12, George the Fourth Inn, Nottingham: Sols. Lees, Nottingham; Taylor, 18, Featherstone-buildings, Holborn.—Fiat dated June 23.

#### METTINGS.

*Wm. Knott*, Swallow-st., St. James's, wine cooper, Aug. 5 at half-past 1, Court of Bankruptcy, pr. d.—*Charles Gatehouse*, Chichester, brewer, Aug. 1 at 1, Dolphin Inn, Chichester, last ex.—*Samuel Magnus*, Dover, Kent, slopseller, Aug. 15 at 1, Shakespeare Hotel, Dover, last ex.; at 2, aud. ac.—*William Burrell*, Chingford, Essex, farmer, Aug. 15 at half-past 11, Court of Bankruptcy, aud. ac.—*William Morrison*, Globe-street, Wapping, cooper, and yeast and spirit merchant, Aug. 15 at 12, Court of Bankruptcy, aud. ac.—*Charles Crook*, George-yard, Long-acre, livery-stable keeper, Aug. 15 at half-past 12, Court of Bankruptcy, aud. ac. and div.—*Geo. Booth*, Princes-st., Lambeth, Surrey, lime-burner, Aug. 15 at 11, Court of Bankruptcy, aud. ac.—*Edwd. Smith*, Lawrence-lane, woollen warehouseman, Aug. 13 at 1, Court of Bankruptcy, aud. ac. and div.—*Richd. Pailiser*, Moorgate-st., saddler, Aug. 13 at 12, Court of Bankruptcy, aud. ac. and div.—*Abraham Crossfield*, Whitechapel-road, Saint Mary, Whitechapel, and Highlands-farm, Comp. Leyburne, Kent, scrivener, Aug. 13 at 11, Court of Bankruptcy, aud. ac. and div.—*Elizabeth Linstead*, Liverpool, pawnbroker, Aug. 15 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Samuel Chadwick*, Jas. Chadwick, and John Chadwick, Heywood, Lancashire, cotton-spinners, Aug. 18 at 3, div.; at 4, aud. ac. sep. est. S. Chadwick; Aug. 19 at 10, div.; at 11, aud. ac. joint est.—*Philip Butler*, Leamington Priory, Warwickshire, butcher, Aug. 15 at 12, Lansdowne Hotel, Leamington Priory, aud. ac. and first and fin. div.—*John Robson* and *Wm. Kimpster Robson*, Newcastle-upon-Tyne, grocers, Aug. 12 at 1, Bank-

rupt Commission-rooms, Newcastle-upon-Tyne, aud. ac.; 2, first and fin. div.—*George Jos. Green*, Birmingham, gl. manufacturer, August 11 at 2, Waterloo-rooms, Birmingham aud. ac.; at 3, div.—*Thos. Beal*, Sandwich, Kent, haym Aug. 15 at 6, Bell Inn, Sandwich, aud. ac.; at 7, fin. div. *Jonah Bird*, Coventry, fringe manufacturer, August 13 at Craven Arms Hotel, Coventry, aud. ac.; at 1, first and div.—*Harry Harris*, Faversham, Kent, grocer, Aug. 16 at Guildhall, Canterbury, aud. ac. and div.—*Joel Gardia Bristol*, common brewer, August 12 at 2, Commercial-rooms Bristol, div.—*Thomas Daniell*, Boulogne, France, copy smelter, Nov. 25 at 12, Pearce's Hotel, Traro, div.—*Jas Taylor*, Brighthelmstone, Sussex, bookseller, Sept. 1 at half past 2, Town-hall, Brighthelmstone, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Aug. 11.* *Benj. Thompson*, Wylam, Northumberland, and Newcastle-upon-Tyne, iron manufacturer.—*Chas. Robotom*, Black B. Inn, High Holborn, victualler.—*James Laycock*, Colne, Lancashire, tallow-ohandler.—*Richd. Lamprell*, Sherborne-las builder.—*Wm. R. Piggott*, Goldsmith-street, Wood-stre carpet warehouseman.—*Thos. Quaife*, *Thomas Jones Tyrre* and *Jas. Quaife*, North-end, Fulham, brewers.

#### FIAT ANNULLED.

*Richd. B. Scale*, Halstead, Essex, farmer.

#### SCOTCH SEQUESTRATIONS.

*David Irons*, Dundee, grocer.—*John Charles*, jun., and Co Glasgow, bookbinders.—*Nichol and Taylor*, Edinburgh, lithographers.—*Wm. Lawson*, Dundee, grocer.—*Thomas Prad Capar-Fife*, writer.—*James Scott*, Drumachura, Glenshe farmer.—*Andrew Craigie*, Petglesmanir, near Dumfries ship-owner.—*Thos. Peat Smith*, Blairgowrie, merchant and draper.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Aug. 12 at 9.*

*Geo. Hartley*, Charles-st., Hampstead-road, boot manufaturer.—*Wm. Wilson*, Slater-st., Bethnal-green, silk-weaver.—*Hen. Brown*, John's-yard, near the Yorkshire Stingo, Lissam grove, Marylebone, cab-driver.—*Isabella Pringle Scott*, Sackville-st., St. James's, lodging-house keeper.—*Wm. Howard Grove-road*, Mile-end-road, clerk to the East and West India Dock Company.—*Chas. J. Tolman*, Hooker's-court, Nicholas-lane, Lombard-st., tailor.—*Geo. Price*, York-place, Mile end-road, solicitor.—*Irene Oshaughnessy*, Titchfield-street Soho, widow.—*Wm. A. Bowers*, Thornton-st., Horselydown Southwark, butcher.—*James Anderson*, Cumberland-street Middlesex-hospital, St. Marylebone, furniture japaner.—*Th Rev. Joshua George Kelly*, London-wall, clerk.—*John Eves Poole*, Elizabeth-place, Princes-road, Kennington, Surrey auctioneer.—*Sylvia Green*, Ponders-end, near Tottenham, out of business.—*Ann Yeaman*, Curtain-road, Shoreditch, Saint Leonard's, widow.

*Aug. 13, at the same hour and place.*

*Wm. Row*, sen., Munster-st., Regent-street, assistant to a potato salesman.—*Thomas Warrington*, Smith's-gardens, Out Liberty, Lambeth, out of business.—*Jonathan Abbott*, Leigh-street, Burton-crescent, baker.—*Jabez Packer*, Pond-place, Chelsea, grocer.—*Alfred Carlile*, Water-lane, Fleet-st., out of business.—*Robert Dunkin*, Church-st., Waterloo-road, manufacturing chemist.—*John Lawrence*, Warwick-st., Newland-street, Kensington, plasterer.—*John Taylor*, Edward-street, Regent's-park, not following any trade.—*Thos. Geo. Beck*, York-st., Portman-sq., accountant.—*Wm. Rob. Ince*, Town-street, Seven-dials, out of business.—*Wm. Fyford*, Cross-st., Islington, commercial traveller.—*Hen. P. Simonds*, De Bevoir-square, Kingland-road, dealer in East and West India produce.—*John Veal*, Gatward's-buildings, Hill-st., Finsbury, carrier.—*Geo. Benj. Vaughan*, Church-st., Deptford, Kent, plumber.

*Court-house, STAFFORD, (County), Aug. 12 at 10.*

*John Cotton*, Wolverhampton, butcher.—*Herbert William*, Bloomsbury, Wolverhampton, provision dealer.—*William Vaughan*, Wolverhampton, out of business.—*John Warren*, Langton, dealer in coals.—*Wm. Bullock*, Newcastle-under-Lyme, general furnishing ironmonger.—*Moses Foster*, Darlaston, gun-lock forger.—*Geo. Nash*, sen., Bagley, victualler.—*Wm. Walker*, Tunstall, grocer.—*William Ward Wilkes*,

Catherine-cress, out of business.—*J. Bosley*, Wolverhampton, miner.—*Wm. Brough*, Stafford, shoemaker.—*James Yates*, Huxley, Stoke-upon-Trent, engineer.—*W. Maehin*, Longton, Stoke-upon-Trent, grocer.—*Jas. Bradshaw*, Forsbrook, Dillham, near Chasdale, farmer.—*Wm. Walker*, Shelton, Stoke-upon-Trent, grocer.—*Eliaz Bradshaw*, Croxton Bank, Eccleshall, labourer.—*John Palmer*, Basford Bank, Stoke-upon-Trent, out of business.—*John Wilkes*, Westbromwich, miner.—*Phil Jones*, Bilston, in no business.—*Wm. Harris*, Stoke-upon-Trent, joiner.—*Jos. Turner*, Wolverhampton, iron toy maker.—*Mackilliam Webb*, Westbromwich, joiner.—*John P. Horie*, Westbromwich, clerk to a boiler and gassometer maker.—*Wm. Colbourne*, Darlaston, plumber.—*John Jones*, Wolverhampton, tailor.—*Wm. Tetsill*, Colbourne Bank, sand merchant.—*J. L. Smith*, Tettenhall Wood, near Wolverhampton, in no business.—*John Hickman*, sen., Wall Heath, Kingswinford, wood cutter.

Court-house, OLDBURY, Salop, Aug. 15 at 10.

*Wm. Cole*, Rowley Regis, victualler.—*Jos. Potter*, Dudley, out of business.

#### INSOLVENT DEBTORS' DIVIDEND.

*Edw. Cocher*, Wilmington-aq., Clarksnewell, out of business, July 25, Phillips's, Minorities: 6½d. in the pound.

MEMBER RETURNED TO SERVE IN PARLIAMENT.—The Hon. William Edward Fitzmaurice, for the county of Buckingham, in the room of Sir William Lawrence Young, Bart., deceased.

Sir **JEFFREY PALMER**.—After the happy restoration of Charles II. Sir Jeffrey Palmer was the first Attorney-General, and held the place to the time of his death. He was a man of great ability in the law, and in that profession was what a lawyer should be, that is, master of, and not superior to, so as to despise, the learning of his own profession; but yet his wisdom and generosity were incomparable. During all the troubles of the times he lived quiet in the Temple, a professed and known cavalier; and no temptation or fear ever shook his principles. He lived then in great business of counselling, and had no clerks but such as were strict cavaliers. One, I have heard, was so rigid, that he could never be brought to write Oliver with a great O. And, it was said, the Attorney chose to purchase the manor of Chardeton, because his master's name sounded in the style of it. Such amusements may be allowed to please and divert a zealous old gentleman that lived to see and enjoy all the fruits of his honest ambition. When he was first made Attorney-General, he had means, by the universal renewal of grants, and the floating of all manner of concerns of the Crown, which settling must pass by him, to have amassed vast wealth, as others have done and do. But he was mindful of his old friends, the cavaliers, and generally gave them their fees, and not only to such as he knew poor, for a sort of charity, but to others that had less need, out of generosity, and as a mark of his friendship and recognition of their merits. It was affirmed, that the patents granted to General Monk, passing his office, came to near 2500*l.* in fees, and for honour and gratitude he took not a penny for himself. Such instances are rare, and no wonder, for in our days, the like would fail of due applause, and be despised as a foolish weakness. It was observed, that all those persons who were in his conversation or acquaintance, as well as employment, were not only loyal, but in all other respects very worthy men, and such as adhered to him to the last hour of his life, and after he was gone, kept their integrity and resolution to the end of their own, for very few, if any, of them are yet living. He was a great lover of his profession, and took a pleasure to encourage young students, and admitted divers of them, in his Society of the Middle Temple, to have access to him at evenings, and to converse familiarly with him, and he was not only affable, but condescended to put cases, as they term it, with them.—*North's Easson*, p. 510.

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# The Jurist

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LONDON, JULY 30, 1842.

In another part of THE JURIST will be found the Lord Chancellor's Bill for "altering the Practice and Course of Proceeding under Commissions in the Nature of Writs de Lunatico Inquirendo," as amended by the committee in the House of Commons. There seems every reason to anticipate that this bill will pass into law, and not less reason to believe, that it will constitute a marked improvement in the practice in Lunacy.

It appears intended, as indeed is expressed indirectly by the title, not to make any alteration of the law of Lunacy. It proposes no changes in the rules which guide to an estimate of what constitutes lunacy, or in the rights, disabilities, and liabilities of lunatics; nor does it alter the practice up to the point when a commission of lunacy is obtained. All the proceedings taken for the purpose of satisfying the Lord Chancellor that there is ground for issuing a commission to inquire into the fact of lunacy, remain exactly what they were before. The alteration in the practice commences with the issue of the commission; and consists in this, that the commission or writ de lunatico, instead of being directed to commissioners specially appointed, if the case be a country case, or to the metropolitan commissioners, if the case fall within their circle, will be addressed to both, or one of two commissioners appointed under the act to be such during good behaviour. These two commissioners are not only to execute the duty of sitting as presiding judges on the inquisition, and in fact to stand in the place of the commissioners hitherto specially named, but are also, under the 3rd section, to stand in the place of the Masters in Chancery, for the purpose of inquiring and reporting to the Court on such references now usually made to the Master, as shall be ordered by the Lord Chancellor to be made to the new commissioners. The words of the clause are, "That it shall and may be lawful for the Lord Chancellor from

time to time to order and direct, that any of the inquiries and matters connected with the persons and estates of lunatics, usually referred to the Masters in ordinary of the High Court of Chancery, shall be referred to such commissioners, or one of them; and such commissioners shall jointly or severally have, perform, and execute all the powers, duties, and authorities relating to the said inquiries and matters so referred to them as aforesaid, now had, performed, and executed by the Masters in ordinary of the said Court of Chancery; and such other duties for the security and advantage of lunatics and their estates, as the Lord Chancellor shall from time to time order and direct."

The jurisdiction of the Masters is therefore not abolished, and references may still be made to them if the Lord Chancellor shall so think fit. No doubt, however, in practice, all references of ordinary matters, such as references to inquire what will be a fit and proper allowance for the lunatic, whether leases should be granted, and on what terms, whether repairs should be made, and a multitude of references on other similar objects of inquiry, all now conducted with an expense and delay wholly disproportioned to their difficulty and importance, will be made to the Commissioners in Lunacy; and it appears by the concluding sentence of the clause, that the Lord Chancellor may exercise in fact an unlimited discretion in committing to them the execution of any duties that he may consider of advantage to lunatics and their estates.

One great cause of delay and expense in the mode of proceeding in inquiries before the Master in matters of lunacy, has been, as is well known, the practice, nearly universal in all equity proceedings, of taking all the evidence in writing,—a mode of taking evidence only to be approved perhaps when it is applied to the single case of making a party give evidence against himself; and for every other purpose excessively inferior to the practice of taking evidence viva voce. In inquiries in



lunacy as to the management of the lunatic or of his estate, the matters requiring proof are very frequently of a nature to call for the testimony of persons practising scientific professions, and whose evidence by affidavit is therefore, independently of all the other disadvantages of written evidence, peculiarly open to the disadvantage arising from the use of technical terms and professional modes of expression, tending to invest the depositions with ambiguity, when construed by persons ignorant of that particular branch of science\*.

The Bill now before us does not in terms lay down any new rules as to the mode of taking evidence before the Commissioners, but under the powers given to the Lord Chancellor by the 7th section to make such orders as he shall think fit for regulating the form and mode of proceeding, it seems clear that he will have power to direct evidence to be taken *viva voce*; and from what fell from his Lordship in the House of Lords, in introducing this Lunacy Bill to the House, it seems most probable that one departure from the practice of the Masters' Offices will be, to hear evidence *viva voce* upon references to the Commissioners.

We may observe, en passant, that the concluding sentence of the 7th clause does not possess the unusual clearness and efficiency which, contra consuetudinem Parliamenti, mark the rest of this Bill. The Lord Chancellor is empowered to make orders, "provided that a copy of such orders shall be laid before both Houses of Parliament within fourteen days after the same are made, if Parliament be then sitting, or if not, within fourteen days after the commencement of the next Session of Parliament."

If it be intended merely that the orders shall not take effect without notice to Parliament, and that the notice is to give them their validity, it is difficult to see why such a proviso should have been introduced; as the mere giving notice to Parliament seems of very little use, unless Parliament is to exercise some power of discussing the propriety of the orders. Parliament has, no doubt, a general jurisdiction to discuss and repeal Orders of Practice, as well as any other rule of any kind; but it is not the practice of Parliament to exercise such a jurisdiction over Rules of Practice, unless its sanction is made requisite by Act of Parliament. This Bill does not make the sanction of Parliament, either actual or implied, requisite to the validity of the orders, but only the fact of their being laid before Parliament; and being so laid before Parliament, no further notice, so far as this Bill prescribes, is to be taken of them. We apprehend that, practically, such a clause is a mere nullity, and leaves the power of the Lord Chancellor to make Orders wholly unfettered. Possibly that is the intention, but if so, it is not clearly expressed.

With regard to the general effect of this Bill, should

\* It is very common in the courts of equity, in cases requiring the evidence of scientific persons, to see the court withhold its decision, and send the matter back to the Master or else to a court of law, (according to the mode in which it comes before the court), not because the court has any difficulty on the law, if the facts were clear; nor because the evidence when understood is of itself conflicting; but because some expressions of the scientific witnesses are ambiguous, in the absence of explanation, and there is no opportunity of explaining them. In any proceeding in which *viva voce* evidence was admitted, the meaning of the witness would be at once obtained by recalling him and asking him a few questions.

it pass into a law,—if we look at the indicia of fitness in the Commissioners contained in the first clause, viz. the standing in the profession required to qualify them, and the rank which not less their pecuniary remuneration than the arduous and responsible nature of their duties will give them, there can be little reason to doubt that the men of tried ability and learning must always be chosen to fill the office of commissioner. And with regard to the changes effected in the administration of the law affecting lunatics,—keeping in view the tendency of the transfer of jurisdiction of itself to produce dispatch and economy, and the almost certainty that, in conformity with the avowed object of the Bill, the Lord Chancellor will so frame the General Orders and Rules of Practice as effectively to carry out that tendency, we trust to see the administration in lunacy so changed, that the protection of the Court of Chancery shall be accessible at a cost bearing some reasonable proportion to the amount of moderate fortunes.

## Imperial Parliament.

### HOUSE OF LORDS.

Friday, July 22.

Lord Brougham laid on the table two Bills for the Improvement of the Law of Bankruptcy, and the facilitating Arrangements between Debtor and Creditor. The present Bills did not go the length of the total abolition of imprisonment for debt, but tended greatly to relax the principle. By the first of these Bills facility was given for arrangements between debtor and creditor, and for giving increased protection to the debtor from arrest of his person. But it did not alter the general law of debtor and creditor. It proposed to enable every debtor to petition a Court of Bankruptcy, after due notice to three-fourths of the creditors in number and value, and then to submit himself to examination as to his debts, assets, &c. Any of the creditors to have liberty to oppose the debtor's discharge, but the court to have power to protect the debtor's person, for a limited or unlimited period; such protection to be withdrawn in case of fraud, or for any of the causes which would justify a remand in the Insolvent Debtors Court.

The Bill was read a first time.

The Lord Chancellor's Bankruptcy Law Amendment Bill and County Courts Bill were passed through committee, and ordered to be read a third time on Monday.

Tuesday, July 23.

The County Courts Bill was read a third time with some amendments.

Thursday, July 25.

A motion was made by Lord Campbell, "That no one be heard at the bar of the House as counsel for or against any Bill depending in the House, who is a member of the Commons House of Parliament."

After an elaborate speech by the noble and learned lord, which was met by the opposition of Lord Lyndhurst and Lord Brougham, the motion was put and negatived.

The Court of Chancery Offices Abolition Bill passed through committee and was ordered to be reported.

### HOUSE OF COMMONS.

Friday, July 22.

The Lunacy Bill was read a first time.

Sir J. Graham said that this and the County Courts Bill were Bills which the government were anxious to pass this session, and intended to press if no opposition were offered, and anticipating none, he thought it probable they might be passed. But if opposed, it would be impossible for government to pass them at this late period of the session.

Monday, July 25.

The Lunacy Bill went through committee *pro forma*, and the report was ordered to be received on Wednesday.

The further consideration of this Bill has been since postponed till Friday.

Thursday, July 28.

Mr. Mackintosh gave notice of motion in committee on the Bankruptcy Bill, for the introduction of a clause that no person beyond seventy years of age should be imprisoned by any decision under that law.

## BILL IN PROGRESS.

*A Bill intituled An Act to alter and amend the Practice and Course of Proceeding under Commissions in the nature of Writ De Lunatico Inquirendo.*

Whereas it is expedient to alter and amend the practice and the course of proceeding under commissions in the nature of writ de lunatico inquirendo; Be it therefore enacted, That it shall be lawful for the Lord Chancellor to appoint two fit and proper persons, being respectively sergeants or barristers at law of not less than ten years' standing at the bar, to be called "The Commissioners in Lunacy;" and that in future all commissions in the nature of writs de lunatico inquirendo shall be directed or addressed to such commissioners, or one of them; and that such commissioners shall hold their offices during good behavior, and shall, jointly and severally, have, perform and execute all the powers, duties, and authorities now had, performed and executed by commissioners named in commissions in the nature of writs de lunatico inquirendo.

2. That every commissioner to be appointed by virtue of this act shall, before he shall be capable of acting in the execution of any of the powers and authorities given by this act, take the following oath; (that is to say),

"I—do swear, that I will faithfully, impartially and honestly, according to the best of my skill and knowledge, execute the several powers and trusts reposed in me as one of the commissioners in lunacy, and that without favor or affection, prejudice or malice.

"So help me God."

And that such oath shall be taken before the Lord Chancellor, in the manner as the usual oaths are administered before the Lord Chancellor to Masters in Ordinary of the said Court of Chancery.

3. That it shall and may be lawful for the Lord Chancellor from time to time to order and direct that any of the inquiries and matters connected with the persons and estates of lunatics, usually referred to the Masters in Ordinary of the High Court of Chancery, shall be referred to such commissioners, or one of them; and such commissioners shall, jointly or severally, have, perform and execute all the powers, duties and authorities relating to the said inquiries and matters so to be referred to them as aforesaid, now had, performed and executed by the Masters in Ordinary of the said Court of Chancery, and such other duties for the security and advantage of lunatics and their estates as the Lord Chancellor shall from time to time order and direct.

4. That the said commissioners shall, by virtue of their appointments to be such commissioners as aforesaid, be and be authorized for superintending, inspecting and reporting upon, under the order and direction of the Lord Chancellor, the care and treatment of all persons found idiot, lunatic or of unsound mind by inquisition, jointly with the three visitors appointed under the authority of an act passed in the 3 & 4 Will. 4, [c. 36], and intituled, "An Act to diminish the Inconvenience and Expense of Commissions in the nature of Writs De Lunatico Inquirendo; and to provide for the better Care and Treatment of Idiots, Lunatics and Persons of unsound Mind, found such by Inquisition;" and shall severally have, perform and execute the like powers, duties and authorities as are had, performed and executed by the one of the said visitors, being a barrister.

5. That the commissioners to be appointed by virtue of this act shall execute commissions in the nature of writs de lunatico inquirendo, and shall conduct inquiries connected with lunatics or their estates, and shall perform all other duties to be committed to them by virtue of this act, either separately or together, and at such places, and within such times, and in such manner as the Lord Chancellor shall from time to time order and direct: Provided always, and it is hereby declared, That nothing in this act contained shall be deemed or taken to prevent the Lord Chancellor from issuing any commission in the

nature of a writ de lunatico inquirendo, addressed to any fit and proper person or persons, in addition to such commissioners so to be appointed as aforesaid, if he shall, upon any occasion, deem it proper to do so.

6. That upon the death, resignation, or removal from office of any such commissioner as aforesaid, to be appointed under the authority of this act, it shall be lawful for the Lord Chancellor to appoint a fit and proper person, qualified as aforesaid, to supply such vacancy.

7. That it shall and may be lawful for the Lord Chancellor from time to time to make such orders as to him shall seem fit and proper, for regulating the form and mode of proceeding before and by the said commissioners, and the practice in matters in lunacy: Provided always, That a copy of such orders shall be laid before both Houses of Parliament within fourteen days after the same are made, if parliament be then sitting, or if not, within fourteen days after the commencement of the next session of parliament.

8. That it shall and may be lawful for the Lord Chancellor from time to time to make such order or orders as he shall deem fit, for regulating and fixing the number of jurymen who shall be sworn to try inquests on commissions in the nature of writs de lunatico inquirendo; provided that every inquisition on such commissions shall be found by the oaths of twelve men.

9. That from and after the passing of this act, such officers, clerks, and messengers in the office of the said commissioners as the Lord Chancellor and the Lords Commissioners of her Majesty's Treasury shall determine to be necessary and proper, shall and may be from time to time appointed.

10. And whereas by an act passed in the 2 & 3 Will. 4, [c. 111], intituled "An Act to abolish certain Sinecure Offices connected with the Court of Chancery, and to make Provision for the Lord High Chancellor on his Retirement from Office," it was enacted, that (amongst other offices) the office of the clerk of the custodies of lunatics and idiots should cease and determine after the 20th day of August, 1833; provided that nothing in that act contained should be construed to determine any of the aforesaid offices then held in possession or reversion by any person appointed thereto on before the 1st day of June, 1832, until the decease or resignation of such person: And whereas the present clerk of the custodies of idiots and lunatics held the said office in possession before the said 1st day of June, 1832: And whereas by an act passed in the 3 & 4 Will. 4, [c. 84], intituled, "An Act to provide for the Performance of the Duties of certain Offices connected with the Court of Chancery which have been abolished," it was enacted, that from and after the death, resignation, or removal of the person then holding the office of clerk of the custodies of idiots and lunatics, the duties of such office should be performed by the secretary of lunatics, in addition to such other duties as such secretary should be required to perform; and that the fees and emoluments of the said office of clerk of the custodies should be accounted for and paid into the revenue of her Majesty's Exchequer, to be carried to and made part of the Consolidated Fund of the United Kingdom of Great Britain and Ireland: And whereas the said office of clerk of the custodies of idiots and lunatics is productive of unnecessary expense to the estates of idiots, lunatics, and persons of unsound mind, found such by inquisition, and it is fit and desirable that such office and the fees thereof should be abolished as soon as can be; Be it therefore enacted, That it shall be lawful for the Lord Chancellor to order and direct, as soon as he may find it practicable so to do, having regard to the state of the funds hereinafter mentioned, that the said office of clerk of the custodies of idiots and lunatics, and the fees thereof, shall cease and determine, and that the said commissioners or the secretary of lunatics shall thenceforth do and perform any of such acts, deeds, matters and things as have heretofore been done and performed in execution of the duties of the said office of clerk of the custodies; and all such acts to be done by the said commissioners and the secretary of lunatics shall in all respects have the same force and effect as if the same had been done by the clerk of the custodies or his deputy; and that all the records, proceedings, books, papers, and documents in the said office of clerk of the custodies shall thereupon be by him delivered to such person or persons as the Lord Chancellor shall by any order appoint.

11. That it shall be lawful for the Lord Chancellor from time to time to order such fees to be received and taken by the clerks to the commissioners to be appointed under this act, and

also such fees to be received and taken by the secretary of lunatics, as the Lord Chancellor shall in either case judge reasonable and proper; and that the said clerks to the commissioners and the secretary of lunatics shall and may thereafter take and receive such fees respectively, and shall pay into the Bank of England, at such times and in such manner and under such regulations as the Lord Chancellor shall from time to time order and direct, all fees or sums of money so received by them, and that the several sums when so paid in shall be placed to the credit of the Accountant-General of the Court of Chancery, to the account intitled "The Suitors' Fee Fund Account."

12. And whereas by an act passed in the 2 & 3 Will. 4, [c. 122], intituled, "An Act for making further Provision for the Lord High Chancellor of England, in lieu of Fees heretofore received by him," it is enacted, (amongst other things), that the fees and emoluments accruing due and payable as therein mentioned for business done in the offices of the clerk of the crown, the clerk of the letters patent, the secretary of fines, and the purse-bearer to the Lord Chancellor for the time being, shall be paid into the Bank of England, in the name of the Accountant-General of the said court, to an account to be intituled, "An Account of Fees formerly payable to the Lord Chancellor;" Be it enacted, That all such fees and emoluments now due, and henceforth to accrue due and payable, as in the said last-mentioned act mentioned, when paid into the Bank of England in the name of the Accountant-General of the said court, shall be placed to the account of "The Suitors' Fee Fund Account," instead of the said account, intituled, "An Account of Fees formerly payable to the Lord Chancellor," and be applied as part of the fund standing to the credit of the said account, intituled, "The Suitors' Fee Fund Account."

13. That out of the said fund standing to the credit of the Accountant-General of the Court of Chancery, intituled, "The Suitors' Fee Fund Account," there shall be paid (but subject and without prejudice to the payment of all salaries and sums of money which by any act or acts now in force are authorized to be paid thereout) by the Governor and Company of the Bank of England, by virtue of any order or orders of the Court of Chancery to be from time to time made for that purpose, to each of the commissioners for the time being to be appointed under this act, the yearly sum or salary of 2000*l.*; such yearly sums or salaries to be payable free from all taxes, deductions and abatements whatsoever out of the same or any part thereof, and to be paid by equal quarterly payments on the 3rd day of February, the 3rd day of May, the 3rd day of August, and the 3rd day of November in every year; the first of such payments, or proportionate parts thereof, to be computed from the time of their respective appointments, to be made on such of the same days of payment as shall first happen after the dates of such appointments.

14. That the officers, clerks, and messengers who shall be appointed as hereinbefore directed, and the secretary of lunatics and his clerks, shall receive, by way of salary for the performance of their several duties, such annual sums as the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury shall from time to time fix and determine; and that the same and such allowances to the said commissioners, for their travelling and other expenses, and to the said commissioners and the secretary of lunatics for providing offices, and for the other expenses incident to the discharge of the duties of their respective offices, as the Lord Chancellor shall think reasonable, and shall from time to time order and direct, shall be paid and payable, at such times and in such manner as the Lord Chancellor shall direct, under an order of the Court of Chancery, out of the said fund intituled "The Suitors' Fee Fund Account."

15. That it shall be lawful for the Lord Chancellor, by any order or orders to be made from time to time on a petition presented to him for that purpose, to order (if he shall so think fit) an annuity or clear yearly sum of money, not exceeding 1200*l.*, to be paid out of the said account intituled "The Suitors' Fee Fund Account," (but subject as aforesaid) to any person or persons executing the said office of a commissioner in lunacy, if and when such person or persons shall be afflicted with some permanent infirmity disabling him from the due execution of his office, and shall be desirous of resigning the same; and the annuity or yearly sum mentioned in such order or orders shall be paid by the Governor and Company of the Bank of England out of the said fund intituled "The Suitors' Fee

Fund Account," (but subject as aforesaid), by equal quarterly payments, on the 3rd day of February, the 3rd day of May, the 3rd day of August, and the 3rd day of November in every year, to such person or persons, from the period when he or they shall resign his said office, for the term of his life, free from taxes, or proportionate part of the first quarterly payment of such annuity or yearly sum, calculated from the day of the resignation of such person or persons, to be made on the quarterly day of payment which shall first happen after the day of such resignation as aforesaid.

16. That it shall be lawful for any officer or person whose office or appointment may be abolished or affected by virtue of this act, and who may not be appointed to any office under this act, to make a claim for compensation, within six months after the passing of this act, to the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury, who shall proceed, in such manner as they may think proper, to inquire whether any compensation ought to be made to any such claimant, and if any, what were the lawful fees and emoluments in respect of which the same should be allowed; and in every case in which such claim shall be established to the satisfaction of the Lord Chancellor, and the Lords Commissioners of Her Majesty's Treasury, they are hereby authorized and empowered to fix and determine, by an order under their hands, the amount of the annual compensation which shall seem to them to be just and reasonable for the loss sustained by such claimant, not being in any case, where his office is wholly abolished by this act, less than three-fourth parts of the full net annual value of the lawful fees and emoluments of the office so abolished; and the amount of the net annual value of the emoluments of such office shall be ascertained and fixed by the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury, according to such an average of yearly receipts and disbursements, prior to the passing of this act, as they shall think proper; and the times when such annual compensations shall commence and also be payable (whether quarterly or otherwise) shall also be fixed by the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury; and all the compensations fixed and determined as aforesaid shall be issued and paid and payable by the Governor and Company of the Bank of England, by virtue of an order or orders for that purpose to be made by the said Court of Chancery, out of the said account intituled "The Suitors' Fee Fund Account," (but subject and without prejudice to the payment of all salaries and sums of money which by any act or acts now in force are authorized to be paid thereout): Provided nevertheless, That an account of all such compensations shall, within fourteen days next after the same shall be so granted, be laid upon the table of the House of Commons, if parliament shall be then assembled, or if parliament shall not be then assembled, then within fourteen days after the meeting of parliament then next following.

17. That in the construction of this act the words "Lord Chancellor" shall be taken to mean and include also the Lord Keeper or Lords Commissioners for the custody of the Great Seal of the United Kingdom of Great Britain, or other the person or persons for the time being intrusted by virtue of the Queen's sign manual with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind; and that all powers hereby given to or vested in the Commissioners of her Majesty's Treasury by this act, may be executed by any three of such commissioners for the time being.

18. That this act may be amended or repealed by any act to be passed in this session of parliament.

## PUBLIC GENERAL STATUTES.

5 VICTORIÆ.—SESSION 2.

(Continued from p. 256.)

### CAP. XXVII.

An Act for better enabling Incumbents of Ecclesiastical Benefices to demise the Lands belonging to their Benefices on Farming Leases. [18th June, 1842.]

Sect. 1. That it shall be lawful for the incumbent for the time being of any benefice, from time to time after the passing of this act, by deed under his hand and seal, with the consent of the patron of such benefice, and of the bishop of the diocese wherein the same is locally situated, and where the lands pro-

posed or intended to be leased are of copyhold or customary tenure, with the consent also of the lord for the time being of the manor of which the same are holden, in any case where the lease proposed to be granted could not according to the custom of the manor be effectually made without the license of the lord, such respective consents to be testified by the persons whose consents are hereby required respectively being parties to and signing and sealing such deeds before the execution thereof by such incumbent, to lease any part of the glebe lands or other lands of or belonging to such benefice, either with or without any farmhouses, cottages, barns, or other agricultural buildings or conveniences, parcel of or belonging to such benefice, to any person whomsoever, for any term of years not exceeding fourteen years, to take effect in possession, and not in reversion or by way of future interest, so that there be reserved on every such lease, payable to the incumbent for the time being of such benefice quarterly in every year, during the continuance of the term thereby granted, the best and most improved yearly rent that can be reasonably gotten for the same, without taking any fine, foregift, premium, or other consideration for granting such lease, and so that no such lessee be made disposable for waste by any clause or words to be contained in such lease, and so that the lessee do thereby covenant with the incumbent granting such lease, and his successors, for due payment of the rent thereby to be reserved, and of all taxes, charges, rates, assessments, and impositions whatsoever which shall be payable in respect of the premises thereby leased, and do further covenant with such incumbent and his successors, that he will not assign or underlet the hereditaments comprised in such lease, or any part thereof, for all or any part of the term thereby granted, without the consent of the bishop of the diocese for the time being and the patron and incumbent for the time being of the said benefice, to be testified by their respective being parties to and sealing and delivering the deed or instrument by which any assignment or underlease of the same premises, or any part thereof, may be effected; and that he will in all respects cultivate and manage the lands and hereditaments thereby leased according to the most improved system of husbandry in that part of the country where such lands and hereditaments are locally situated, so far as such system may not be inconsistent with any express stipulation to be contained in such lease; and that he will keep, and at the end of the term leave, all the lands comprised in such lease, together with the gates, drains, and fences of every description, and other fixtures and things thereupon or belonging thereto, in good and substantial repair and condition; and that he will at all times during the continuance of the term keep the buildings comprised in such lease, or to be erected during the term upon the lands thereby demised, or on any part thereof, insured against damage by fire, in the joint names of the lessee, his executors or administrators, and of the incumbent of the benefice for the time being, in three fourths at the least of the value thereof; and that he will lay out the money to be received by virtue of any such insurance, and all such other sums of money as shall be necessary, in substantially rebuilding, repairing, and reinstating, under the direction of a surveyor to be for that purpose appointed by the incumbent of such benefice for the time being and such lessee, by some writing under their respective hands, such messuages or buildings as shall be destroyed or damaged by fire; and so that there be inserted in every such lease a reservation for the use of such incumbent and his successors of all timber trees and trees likely to become timber, and of all saplings and underwoods, and of all mines and minerals, except as is hereinafter provided; and also a power of re-entry, in case the rent thereby to be reserved shall be unpaid for the space of twenty-one days next after the same shall become due, or in case the lessee shall be convicted of felony, or shall become a bankrupt, or shall take the benefit of any act or acts of parliament now in force or hereafter to be passed for the relief of insolvent debtors, or shall compound his debts, or assign over his estate and effects for payment thereof, or in case any execution shall issue against him or his effects, or in case such lessee shall not from time to time duly observe and perform all the covenants and agreements on his part in such lease to be contained; and so that the lessee in each such lease do execute the same or a counterpart thereof: Provided always, that any stipulation, covenant, condition, or agreement in any such lease to be contained, on the part of the lessee, for the adoption and use of any particular mode or system of cultivation, or for the drainage or subdividing, or embanking or warping (in those places where the system of improvement of

land called warping is or may be practised) of all or any of the lands comprised in such lease, or for the erection of any new or additional farmhouses, barns, or outhouses, or other farm buildings, which the condition or local situation of the lands to be comprised in such lease may require or render expedient, or for putting in repair any houses, edifices, or buildings to be comprised in any such lease, or for making any substantial improvements on the premises, or for the reservation or payment of any additional rent or rents, or penalty on breach of any of the covenants or agreements contained in any such lease, shall not be deemed or construed to be a fine, foregift, premium, or consideration for the granting of such lease within the meaning of this act: Provided also, that nothing herein contained shall be construed to preclude the lessor in any such lease from covenanting that the lessee shall be entitled to have or take from off the demised premises brick earth, stone, lime, or other materials for the erection or repair of any buildings, or for the construction or repair of drains, or for any other necessary improvements, and sufficient rough timber, to be assigned by the incumbent for the time being, or his agent duly authorized, for any of the purposes aforesaid, and for the making or repair of gates and fences: Provided also, that the custom of the country as to outgoing tenants shall apply to each lease to be granted under this act, except so far as the lease shall contain any express stipulation to the contrary: Provided also, that the term to be granted by any such lease as aforesaid may be twenty years in any case where the lessee shall covenant thereby to adopt and use any mode or system of cultivation more expensive than the usual course, or to drain or subdivide, or embank and warp, at his expense, any part of the demised premises, or to erect, at his own expense, on the said premises, any buildings, or to repair in a more extensive manner and at a greater expense than is usually required of lessees of farms any buildings on the demised premises, or in any other manner to improve, at his expense, the demised premises or any part thereof.

2. That the authority given by this act shall not render valid any lease to be granted in the manner hereinbefore mentioned, unless the parsonage house or other the house of residence of or belonging to the benefice, and all offices, outbuildings, yards, gardens, orchards, and plantations to such parsonage house or other house of residence adjoining and appurtenant, and which may be necessary or convenient for actual occupation with such parsonage house or other house of residence, and also so much glebe land or other land of or belonging to the benefice, and situated the most conveniently for actual occupation by the incumbent, as, together with the site of such parsonage house or other house of residence, offices, and outbuildings, and with such yards, gardens, orchards, and plantations as aforesaid, shall amount to ten acres at least, if there shall be ten or more acres of such land situated within five miles from the parsonage or other the house of residence, or if there shall be less than ten acres so situated, then the whole of such land shall be reserved out of or not be comprised in such lease, and not be comprised in any subsisting lease for the time being which shall have been previously granted under the authority of this act: Provided always, that in any case where the lands comprised in any lease granted under the authority of this act shall be situate five miles or upwards from the parsonage house or other the house of residence, or (in case there shall be no parsonage house or other house of residence) from the church or chapel of the benefice to which such lands shall belong, the provision herein contained for the reservation of a stipulated number of acres of the glebe land or other land of or belonging to the benefice shall not be applicable.

3. That whenever any lease is intended to be granted under the authority of this act, a competent land surveyor shall be appointed by the bishop of the diocese and the patron and incumbent of the benefice, by some writing under their respective hands; and such surveyor shall make a map or plan under an actual survey of the lands proposed or intended to be leased, and of the other lands of or belonging to the benefice, or of such part or parts of the said other lands as will sufficiently shew to the bishop of the diocese and the patron of the benefice the relative positions or local situations and quantities of the lands proposed or intended to be leased, and of the lands (if any) intended to be reserved, and as will enable them to form an accurate judgment of the situation and convenience for actual occupation of the lands intended to be reserved; and such surveyor shall certify that the lands intended to be leased, and

such buildings and other hereditaments (if any) as are intended to be leased therewith, are proper to be leased to a tenant under the provisions of this act, and (in any case where the provision hereinbefore contained respecting the reservation of a stipulated number of acres may be applicable) that the lands which are intended to remain unlet are such part of the glebe land or other land or of belonging to the benefice as is situated the most conveniently for actual occupation by the incumbent thereof; and such surveyor shall also make a valuation on actual survey of the lands and hereditaments proposed or intended to be leased, and shall report what is the best yearly rent which ought to be reserved upon a lease of such lands and hereditaments under the circumstances under which such lease is proposed or intended to be granted, and shall state the course of husbandry or management of such lands and hereditaments which ought in the opinion of such surveyor to be adopted by the tenant thereof; and in any case where it is proposed that the lease shall contain special covenants on the part of the lessee for the drainage or subdividing, or embanking or warping, of all or any of the lands to be comprised in the lease, or for the erection of any new or additional farmhouses, barns, or outhouses, or other farm buildings, or for putting in repair any houses, edifices, or buildings to be comprised in the lease, or for making any substantial improvement in the premises, such surveyor shall certify that in his opinion the covenants for those purposes are proper covenants to be entered into by the lessee under the circumstances of the case, and he shall state the amount by which the yearly rent to be reserved by the proposed lease ought in his judgment to be diminished in respect of or on account of the lease entering into such covenants; and in any case where it is proposed that the lessee shall be entitled to have or take from off the demised premises brick earth, stones, lime, or other materials, or rough timber, for any of the purposes hereinbefore mentioned, he shall also certify that in his opinion covenants on the part of the lessor for those purposes are proper to be entered into, and that he has taken the matter into his consideration in estimating the amount of rent to be reserved by the proposed lease; and such surveyor shall in all cases also report upon and state such other matters or things (if any) connected with such intended lease, or the lands and hereditaments proposed or intended to be therein comprised, as he shall, by such bishop, patron, and incumbent, or any of them, be directed to report upon; and the map or plan, certificate, valuation, and report of such surveyor, shall be respectively signed by such surveyor, and verified by his declaration to be made before any justice of the peace, and shall, immediately upon the completion thereof, respectively be delivered to the bishop of the diocese: provided always, that in all cases in which there shall be in the possession of the bishop of the diocese, or of the patron or incumbent of any benefice, or of the parish officers of the parish in which such benefice may be comprised, any map or plan made under an actual survey of the parish, or of such part thereof as shall include the lands proposed or intended to be demised, a copy of or an extract from such map or plan may be substituted for the map or plan hereinbefore directed to be made by any such surveyor as aforesaid.

4. That the receipt in writing of the incumbent by whom any lease shall be granted under the authority of this act, acknowledging that he has received the counterpart, or an attested copy in all cases where there shall be only one part, of such lease, and signed by such incumbent, and indorsed on the lease, shall be conclusive evidence that the counterpart or lease (as the case may be) has been duly executed by the lessee, and also in all cases where there shall be only one part of such lease that the attested copy is a true and faithful transcript of the original lease; and the execution by the bishop and patron, whose consents are hereby made requisite, of any lease to be granted under the authority of this act, shall be conclusive evidence that the lease does not comprise any lands which ought not to be leased under the provisions of this act, and that a proper portion of the glebe land remains unleased, and that the rent reserved by such lease is the best and most improved rent that could be reasonably gotten for the lands and hereditaments comprised therein at the time of granting such lease, and that all the covenants contained in such lease are proper covenants.

5. That no surrender of any lease which shall have been made under the authority of this act shall be valid to any purpose whatsoever, unless the bishop of the diocese and the patron

and incumbent of the benefice to which the lands or hereditaments comprised in such lease shall belong shall respectively be made parties to and execute the deed or instrument by which such surrender shall be made; and every such surrender shall have operation from the time only when such deed or instrument as aforesaid shall have been executed by all the persons whose execution thereof is hereinbefore required.

6. In cases of peculiarities belonging to bishops, such bishops to exercise, within their peculiarities, the powers given by this act, but with respect to all peculiarities belonging to any other person than archbishops or bishops, such powers to be exercised by the bishop of the diocese within which such peculiar shall be locally situated.

7. That whenever the consent or concurrence of the patron of any benefice, or of the lord for the time being of any manor, is hereby required, and the patron of such benefice, or the lord for the time being of such manor, (as the case may be), shall happen to be a minor, idiot, lunatic, or feme covert, or beyond seas, it shall be lawful for the guardian, committee, husband, or attorney (as the case may be) of such patron or lord (but in the case of a feme covert not being a minor, idiot, or lunatic, or beyond seas, with her consent in writing,) to execute the instrument by which such consent or concurrence is to be testified, in testimony of the consent or concurrence of such patron or lord; and such execution shall, for the purposes of this act, be deemed and taken to be an execution by the patron of the benefice or by the lord of the manor (as the case may be).

8. That in any case in which the consent or concurrence of the patron of any benefice is hereby required, and the patronage of such benefice shall be in the crown, the consent or concurrence of the crown shall be testified in the manner hereinafter mentioned; (that is to say), if such benefice shall be above the yearly value of 20*l.* in the King's books, the instrument by which such consent or concurrence shall be testified shall be executed by the Lord High Treasurer or First Lord Commissioner of the Treasury for the time being; and if such benefice shall not exceed the yearly value of 20*l.* in the King's books, such instrument shall be executed by the Lord High Chancellor, or Lord Keeper or Lords Commissioners of the Great Seal, for the time being; and if such benefice shall be within the patronage of the crown in right of the Duchy of Lancaster, such instrument shall be executed by the Chancellor of the said Duchy for the time being; and the execution of such instrument by such person or persons shall be deemed and taken, for the purposes of this act, to be an execution by the patron of the benefice.

9. That in any case in which the consent or concurrence of the patron of any benefice is hereby required, and the right of patronage of such benefice shall be part of the possessions of the Duchy of Cornwall, the consent or concurrence of the patron of such benefice to the exercise of such power shall be testified in the manner hereinafter mentioned; (that is to say), the instrument by which such consent or concurrence is to be testified shall, whenever there shall be a Duke of Cornwall, whether he be of full age or otherwise, be under his great or privy seal, or if there be no Duke of Cornwall, and such benefice shall be in the patronage of the crown in right of the Duchy of Cornwall, such instrument shall be executed by the person or persons who is or are authorized to testify the consent or concurrence of the crown; and such instrument, being so sealed or executed, shall be deemed and taken, for the purposes of this act, to be an execution by the patron of the benefice.

10. That in any case in which the consent or concurrence of the patron of any benefice or of the lord of any manor is hereby required, and the patronage of such benefice, or (as the case may be) the lordship of such manor, shall belong to any dean and chapter, or collegiate or other corporate body having a common seal, the consent or concurrence of such dean and chapter, or collegiate or other corporate body, shall be testified by the sealing of the instrument by which such consent or concurrence is to be testified with the common seal of such dean and chapter, collegiate or other corporate body.

11. That the person or persons (if not more than two), or the majority of the persons (if more than two), or the corporation, who or which would for the time being be entitled to the turn or right of presentation to any benefice if the same were then vacant, shall, for the purposes of this act, be considered to be the patron thereof: Provided nevertheless, that in the case

of the patronage being exercised alternately by different patrons, the person or persons (if not more than two), or the majority of the persons (if more than two), or the corporation, who or which would for the time being be entitled to the second turn or right of presentation to any benefice, if the same were then vacant, shall, for the purposes of this act, jointly with the person or persons or corporation entitled to the first turn or right of presentation, be considered to be the patron thereof.

12. That in all cases in which any person shall sustain any more than one of the aforesaid characters of bishop of the diocese, patron, lord of the manor, and incumbent, in respect of any benefice to which the provisions of this act extend, every such person shall or may at any time act in both or all of the characters which he shall so sustain as aforesaid, and execute and do all and every or any of such deeds and acts as are hereby authorized to be executed and done, as effectually as different persons, each sustaining one of those characters, could execute and do to the same.

13. That whenever any lands or hereditaments proposed to be leased under the provisions of this act are or shall be vested in any trustee or trustees, in trust for or for the benefit of any incumbent hereby empowered to grant leases as aforesaid, in such a manner as that the net income or three-fourth parts at the least of the net income of such lands and hereditaments is, or shall be payable for the exclusive benefit of such incumbent, all the powers of this act which, in case such lands and hereditaments had been legally vested in such incumbent for the sole and exclusive benefit of such incumbent, might have been exercised by such incumbent in relation to or affecting the same lands and hereditaments, shall or may be exercised by such incumbent in the same or the like manner as the same might have been exercised by such incumbent in case the same lands and hereditaments were legally vested in such incumbent as aforesaid; but in order to give legal effect to any lease to be executed in relation to any such lands and hereditaments, in pursuance of this act, the trustee or trustees of the premises intended to be affected thereby shall be made a party or parties to such lease (in addition to the other parties whose concurrence is hereby declared to be requisite to any such lease), and shall join in the demise intended to be thereby made; and the trustee or trustees of any such lands or hereditaments is and are hereby directed and required at all times to execute any lease which he or they may be made a party or parties, with a view to give legal effect to any such lease as aforesaid, as soon as the same may be tendered to him or them for execution, after the same shall have been duly executed by the incumbent beneficially entitled to such premises, and the bishop and patron, whose consents are hereby declared to be requisite to the validity of any lease granted by such incumbent; and the fact that any such lease is executed by the said other parties shall be a sufficient authority for the execution thereof by the trustee or trustees of the same premises, and it shall not at any time afterwards be necessary for such trustee or trustees, or for any other person or persons, to prove that such deed was executed by such other parties, or any of them; prior to the execution thereof by such trustee or trustees; provided that no lease shall by virtue of or under this provision be compellable to execute any lease whereby he shall render himself in any way liable, further than by a covenant for quiet enjoyment by any lease against the acts of the trustee executing such deed.

14. That the part of every lease granted under this act, which shall belong to any incumbent, or, in case there shall not be more than one part of any such lease, an attested copy thereof, and every surrender to be made under this act, together with the writing by which a surveyor shall have been appointed as aforesaid, and the map or plan, or copy of or extract from a map or plan, (as the case may be), certificate, valuation, and report hereinafter directed to be made before the granting of such lease, shall, within six calendar months next after the date of such lease, be deposited in the office of one of the registrars of the diocese wherein such benefice shall be locally situated, to be perpetually kept and preserved therein, except where the benefice shall be under the peculiar jurisdiction of any archbishop or bishop, in which case the several documents before mentioned shall be deposited in the office of the registrar of the peculiar jurisdiction to which such benefice shall be subject; and such registrars respectively, or their respective deputies, shall, upon any such deposit being so made, sign and give unto the incumbent a certificate of such deposit; and such lease or attested copy and other documents so to be deposited

shall be produced, at all proper and usual hours, at such registry, to the incumbent of the benefice for the time being, or to the patron of such benefice for the time being, or to any person on their or either of their behalf, applying to inspect the same; and an office copy thereof, respectively certified under the hand of the registrar or his deputy, (and which office copy, so certified, the registrar or his deputy shall in all cases, upon application in that behalf, give to the incumbent for the time being of such benefice), shall in any action against the lessee, and in all other cases, be admitted and allowed in all courts whatsoever as legal evidence of the contents of such lease, or of any such other document, and of the due execution of the counterpart of such lease by the lessee, if there shall be any counterpart, and of the due execution of the lease and of every such other document by the parties who on the face of such office copy shall appear to have executed the same; and every such registrar shall be entitled to the sum of 5s., and no more, for so depositing as aforesaid the documents hereinbefore directed to be deposited, and for certifying the deposit thereof, and the sum of 1s., and no more, for each search and inspection, and the sum of 6d., and no more, over and besides the stamp duty (if any) for each folio of seventy-two words of each office copy so certified as aforesaid.

15. That in the construction and for the purposes of this act the several following words shall have the meanings hereinafter assigned to them respectively (unless there shall be something in the subject or context repugnant to such construction): (that is to say),

The word "person" shall be construed to include the Queen's Majesty, and any corporation, aggregate or sole, as well as private individuals:

The word "lands" shall be construed to include lands of any tenure:

The word "benefice" shall be construed to comprehend every rectory, vicarage, perpetual curacy, domestic, endowed public chapel, parished chapel, and district chapel, the incumbent of which in right thereof shall be a corporation sole:

And every word importing the singular number shall extend and be applied to several persons or things as well as one person or thing; and every word importing the plural number shall extend and be applied to one person or thing as well as to several persons or things:

And every word importing the masculine gender only shall extend and be applied to a female as well as a male.

16. That this act shall extend only to that part of the United Kingdom called England and Wales, and to the Isle of Man, and to the Islands of Guernsey, Jersey, Alderney, and Sark.

#### CAP. XXVIII.

An Act to assimilate the Law in Ireland as to the Punishment of Death to the Law in England, to Abolish the Punishment of Death in certain Cases in Ireland, and to substitute other Punishments in Lieu thereof. [18th June, 1842.]

#### CAP. XXIX.

An Act for establishing a Prison at Pontnewville.

[18th June, 1842.]

#### CAP. XXX.

An Act to provide Regulations for preparing and using Roasted Malt in colouring Beer.

[18th June, 1842.]

#### CAP. XXXI.

An Act to indemnify Witnesses who may give Evidence before the Committee appointed by the House of Commons to inquire whether corrupt Compromises have been entered into in the Cases of Election Petitions presented from Harwich, Nottingham, Lewes, Penryn, and Falmouth, Bridport and Reading, for the Purpose of avoiding Investigation into gross Bribery alleged to have been practised at the Elections for the aforesaid Towns, and whether such Bribery has really taken place.

[18th June, 1842.]

#### CAP. XXXII.

An Act for better mending Fines and Recoveries in Wales and Cheeshire.

[18th June, 1842.]

Sect. 1. That all fines levied in the lately abolished courts of great sessions in the principality of Wales, or in the lately abolished court of session of the county palatine



of Chester, of which the writ of covenant was duly returned and compounded, and of which the acknowledgment was before the judge or by commissioners duly taken and allowed, and of which the said writs and concords, with other proceedings, were lodged in the office of the prothonotary of the county in which the lands named in such writs are situated, shall be holden good and firm in law, notwithstanding the misprision or neglect of any prothonotary, deputy prothonotary, secondary, or other officer of any of the said courts, or their clerks, or any other public officer whatsoever, to file the same, or to engross the chirograph or foot of such fine, to indorse or record the proclamations thereof, or to inrol or docket the said fine, or do any other thing which by his office he ought to have done after the acknowledgment of the said fine.

2. That where it shall be needful to prove that any fine which appears to have been duly acknowledged was levied with proclamations in any of the said courts, it shall be taken to have been so levied, and shall have all the force of a fine levied with proclamations, although no chirograph or foot of such fine be found indorsed with the proclamations, nor any entry of them or any of them appear on record, if such fine were duly inrolled or entered on the plea roll of the session in which it was levied, or docketed in the docket roll or docket book of such session, so as to set forth the names of the parties and the places in which the lands are situated of which such fine was levied; or if within three years from the passing of this act, or such further time as the Court of Common Pleas shall in any case allow, such fine shall have been docketed, in such form as aforesaid, in docket rolls or docket books of parchment or vellum, by the several late prothonotaries of the said abolished courts, or in case of the death or inability of any such prothonotary by some person or persons appointed for that purpose by the Master of the Rolls; or if within the said period of three years, or such further time as the Court of Common Pleas shall in any case allow, the writ of covenant, and the concord and all other proceedings of such fine, shall have been inrolled, with the allowance of the said court, in a book or books, roll or rolls of parchment or vellum, as hereinafter provided: Provided always, that any such fine may be reversed by writ of error issued within twenty years from the levying thereof.

3. That all recoveries suffered in any of the said abolished courts whereof the writ of entry was duly returned, and the appearance of the tenant and vouches or vouchees duly recorded by the court, or the warrant or warrants of attorney duly executed and allowed, and of which the said writ and other proceedings (if any) was or were lodged in the office of the prothonotary of the county in which the lands named in the said writ are situated, shall be holden good and firm in law, notwithstanding the non-inrolment or non-exemplification of such recovery, or any other misprision or neglect of any prothonotary or other officer as aforesaid to do anything which by his office he ought to have done after the recording of the appearance of the tenant and vouches or vouches, or the execution and allowance of the warrant or warrants of attorney: provided nevertheless, that where no inrolment on the plea roll of the session in which such recovery was suffered, or any exemplification of a pretended inrolment thereof, sealed with the judicial seal of the court, or any entry on the remembrance roll sufficient to prove the arraignment of the writ of entry, can be found or produced, no such recovery shall be holden good by virtue of this act, unless within three years after the passing of this act, or such further time as the Court of Common Pleas shall in any case allow, the writ of entry or other proceedings extant of record touching the said recovery shall be inrolled as hereinafter provided, or such recovery shall have been docketed in full and ample manner as aforesaid: Provided also, that any such recovery may be reversed by writ of error issued within twenty years from the suffering thereof.

4. That subject to such orders as the Court of Common Pleas from time to time shall make, any person may at any time henceforward cause the writ, concord, chirograph, proclamation, appearance, warrant of attorney, and all or any other proceedings in any fine or recovery levied or suffered in any of the said abolished courts, and now extant among the public records thereof, to be inrolled in the office of the registrar of certificates and affidavits of acknowledgments of deeds by married women in the Court of Common Pleas, which office, for the purposes of an act passed in the 27 Eliz. [c. 9], intituled "An Act for Reformation of Errors in Fines and Recoveries in the twelve Shires of Wales and Counties Palatine, and for Exem-

plification of Fines and Recoveries generally," and under such of the provisions of the said act as are now capable of taking effect, shall be deemed to be the inrolment office therein named: Provided always, that no such inrolment of any writ of covenant or writ of entry shall be made as aforesaid where such writ shall not have been duly filed upon the proper file of the session in which the same was returnable, unless the compounding of such writ shall be proved to the satisfaction of the said registrar by an entry thereof duly made in the book of the compounder of King's silver for the county in which the lands named in such writ are situated; and in every such case such entry or certificate of composition made shall be inrolled together with such writ.

5. That the Court of Common Pleas shall have the same power of amending any fine or recovery, and the record or inrolment thereof, whether as now extant, or as such fine or recovery, or any proceedings thereof, shall hereafter be inrolled in manner aforesaid, as if the same had been originally levied, suffered, or had in the Court of Common Pleas.

#### CAP. XXXIII.

An Act to amend and explain so much of two Acts of the sixth and seventh Years of his late Majesty and of the first Year of her present Majesty as relates to the Execution of Civil Bill Decrees for the Possession of Land in Ireland.

[18th June, 1842.]

#### CAP. XXXIV.

An Act for granting to her Majesty until the 5th July, 1840, three certain Duties on Sugar imported into the United Kingdom for the Service of the Year 1842.

[18th June, 1842.]

#### CAP. XXXV.

An Act for granting to her Majesty Duties on Profits arising from Property, Professions, Trades, and Offices, until the 6th April, 1845.

[22nd June, 1842.]

#### CAP. XXXVI.

An Act for regulating the Sale of Waste Land belonging to the Crown in the Australian Colonies.

[22nd June, 1842.]

#### CAP. XXXVII.

An Act to continue until the 5th April, 1844, Compositions for Assessed Taxes, and to amend the Laws relating to the Land and Assessed Taxes.

[30th June, 1842.]

#### CAP. XXXVIII.

An Act to define the Jurisdiction of Justices in General and Quarter Sessions of the Peace.

[30th June, 1842.]

Whereas it is expedient that the powers of justices in general and quarter sessions of the peace with respect to the trial of offences be better defined; Be it enacted &c., That after the passing of this act neither the justices of the peace acting in and for any county, riding, division, or liberty, nor the recorder of any borough, shall, at any session of the peace, or at any adjournment thereof, try any person or persons for any treason, murder, or capital felony, or for any felony which, when committed by a person not previously convicted of felony, is punishable by transportation beyond the seas for life, or for any of the following offences; (that is to say),

1. Misprision of treason:
2. Offences against the Queen's title, prerogative, person, or government, or against either House of Parliament:
3. Offences subject to the penalties of premeditation:
4. Blasphemy and offences against religion:
5. Administering or taking unlawful oaths:
6. Perjury and subornation of perjury:
7. Making or suborning any other person to make a false oath, affirmation, or declaration, punishable as perjury or as a misdemeanor:
8. Forgery:
9. Unlawfully and maliciously setting fire to crops of corn, grain, or pulse, or to any part of a wood, coppice, or plantation of trees, or to any heath, gorse, furze, or fern:
10. Bigamy, and offences against the laws relating to marriage:
11. Abduction of women and girls:
12. Endeavouring to conceal the birth of a child:
13. Offences against any provision of the laws relating to bankrupts and insolvents:

14. Composing, printing, or publishing blasphemous, seditious, or defamatory libels:
15. Bribery:
16. Unlawful combinations and conspiracies, except conspiracies or combinations to commit any offence which such justices or recorder respectively have or has jurisdiction to try when committed by one person:
17. Stealing or fraudulently taking, or injuring or destroying, records or documents belonging to any court of law or equity, or relating to any proceeding therein:
18. Stealing or fraudulently destroying or concealing wills or testamentary papers, or any document or written instrument being or containing evidence of the title to any real estate or any interest in lands, tenements, or hereditaments:

Provided always, that nothing herein contained shall be construed to give authority to the justices of the peace acting in and for the cities of London and Westminster, the liberty of the Tower of London, the borough of Southwark, and the counties of Middlesex, Essex, Kent, and Surrey, to try any person or persons for any offence committed or alleged to be committed within the jurisdiction of the Central Criminal Court, which such justices are restrained from trying under the provisions of an act passed in the 4 & 5 Will. 4, [c. 36], intitled "An Act for establishing a new Court for the Trial of Offences committed in the Metropolis and Parts adjoining."

2. That it shall be lawful for any judge of one of her Majesty's superior courts at Westminster, acting under any commission of oyer and terminer and gaol delivery for any county, to issue, if he shall think fit, any writ or writs of certiorari or other process, directed to the justices of the peace acting in and for such county, riding, division, or liberty, or to the recorder of any borough situated within the said county, commanding the said justices and recorder severally to certify and return, into the court holden under the authority of such commission of oyer and terminer and gaol delivery, all indictments or presentments found or taken before any of the said justices of the peace or recorder of any offences which, after the passing of this act, such justices or recorder will not have jurisdiction to try, and the several recognizances, examinations, and depositions relative to such indictments and presentments; and also, if necessary, by writ or writs of habeas corpus, to cause any person or persons who may be in the custody of any gaol or prison, charged with any such offence, to be removed into the custody of the keeper of the common gaol of the county, so that the same offences may be dealt with, tried, and determined according to law, under the authority of the said commission.

3. That every recognizance which shall have been entered into for the prosecution of any person at any court of sessions of the peace, for any offence which after the passing of this act such court will not have jurisdiction to try, and every recognizance for the appearance, as well of any witness to give evidence upon any bill of indictment or presentment for any such offence, as of any person to answer our lady the Queen for any concerning any such offence, or to answer generally before such court, shall, in case any writ of certiorari or habeas corpus be issued for the purpose of removing such indictment or presentment, or such person so in custody as aforesaid, be obligatory on the parties bound by such recognizance to prosecute and appear, and give evidence, and do all other things therein mentioned, with reference to the indictment or presentment or person so removed as aforesaid, before the justices of oyer and terminer and gaol delivery acting in and for that county, in like manner as if such recognizance had been originally entered into for prosecuting such offence, appearing, or giving evidence, or doing such other things before the said justices of oyer and terminer and gaol delivery: provided always, that one week's notice shall have been given, either personally or by leaving the same at the place of residence as of which the parties bound by such recognizance are therein described, to appear before the court of oyer and terminer and gaol delivery, instead of the said court of sessions of the peace: provided also, that the judge who shall grant such writ of certiorari or habeas corpus shall cause the party applying for such writ or writs, whether he be the prosecutor or party charged with such offence, to enter into a recognizance, in such sum, and with or without sureties, as the judge may direct, conditioned to give such notice as aforesaid to the parties bound by such recognizance to appear before the said court of oyer and terminer and gaol delivery, instead of before the said court of sessions of the

peace respectively, and to do such other things with reference to the indictment, presentment, or person removed as such court or judge shall direct.

4. And whereas it is expedient to enlarge the powers of justices of the peace for dividing their several courts of session of the peace; be it enacted, That whenever any court of general or quarter session or adjourned session of the peace shall be assembled for the despatch of business thereunto belonging, and there shall be any order of the court in force for the appointment of a permanent chairman and deputy chairman of the said court, it shall be lawful for the justices then present, if it shall appear to them advisable, having regard to the business to be disposed of, to appoint two or more justices, one of whom shall be such deputy chairman, to sit apart in some convenient place in or near the court, there to hear and determine such business as shall be referred to them, whilst others of the justices, one of whom shall be the said chairman, are at the same time proceeding in the despatch of the other business of the same court, and that the proceedings so had by and before the justices so sitting apart shall be as good and effectual in the law as if the same were had before the court assembled and sitting as usual in its ordinary place of sitting, and shall be inrolled and recorded accordingly; and that the several provisions of an act of the 59 Geo. 3, [c. 28], intitled "An Act to empower Magistrates to divide the Court of Quarter Sessions," shall, so far as may be, extend and be applicable to the second court so to be holden as aforesaid.

5. That this act may be amended or repealed by any act to be passed in this session of parliament.

6. That this act shall not extend to Scotland or Ireland.

(To be continued).

## London Gazettes.

TUESDAY, JULY 26.

### DECLARATION OF INSOLVENCY.

ROBERT BYERS, Pitfield-street, Hoxton, laceman.

### BANKRUPTS.

GEORGE CHAPMAN, Pullin's-place, Islington, cowkeeper and dairyman, Aug. 2 at 1, and Sept. 6 at 11, Court of Bankruptcy: Off. ass. Belcher; Sol. Williams, Alfred-place, Bedford-square.—Fiat dated July 13.

THOMAS HENRY MUNDAY, Fore-street, Cripplegate, bookseller and stationer, Aug. 6 at 1, and Sept. 6 at 2, Court of Bankruptcy: Off. ass. Edwards; Sols. Nicholson & Parker, 25, Throgmorton-st.—Fiat dated July 21.

JAMES METCALFE and THOMAS METCALFE, Cambridge, upholsterers and cabinet makers, Aug. 8 at 11, and Sept. 6 at half-past 1, Court of Bankruptcy: Off. ass. Graham; Sol. Gidley, Earl-st., Blackfriars.—Fiat dated July 12.

JOHN COTTON, Nottingham, and Sheepshead, Leicestershire, hosier, Aug. 3 at 12, and Sept. 6 at 2, George the Fourth Inn, Nottingham: Sols. W. & S. Parsons, jun., Nottingham; Yallop, 8, Farnival's-inn.—Fiat dated July 20.

ANDREW LEIGHTON, Liverpool, merchant, Aug. 13 and Sept. 6 at 2, Clarendon-rooms, Liverpool: Sols. Littledale & Bardswell, Liverpool; Vincent & Sherwood, Temple.—Fiat dated July 9.

JOHN SCOTT, Birmingham, gun maker and manufacturer, Aug. 11 at 10, and Sept. 6 at 3, Commissioners'-rooms, Manchester: Sols. Higson & Son, Manchester; Johnson & Co., Temple.—Fiat dated July 7.

DANIEL HODGSON, Sandwich, Kent, banker, Aug. 16 at 7, and Sept. 6 at 11, Bell Inn, Sandwich: Sols. Rowland & Young, White Lion-court, Cornhill.—Fiat dated June 18.

ELIZABETH FAIRCLOUGH RICHARDSON, Manchester, publican, Aug. 8 and Sept. 6 at 10, Commissioners'-rooms, Manchester: Sols. Heath, Manchester; Jaques & Co., 8, Ely-place.—Fiat dated July 21.

JOHN DICKINS, Northampton, upholsterer and paper hanger, Aug. 5 and Sept. 6 at 10, Angel Hotel, Northampton: Sols. Pywell, Northampton; Wing & Twining, 1, Gray's-inn-sq.—Fiat dated July 16.

EDWARD WILKINS, Swansea, Glamorgan-shire, linen draper, Aug. 24 and Sept. 6 at 11, Bush Inn, Swansea: Sols. Williams & David, Swansea.—Fiat dated July 5.

**JOHN LANG, SAMUEL ARMITAGE, RICHARD RED-FEARN, and JOHN SYKES, Liversedge, Yorkshire, blanket manufacturers and scribbling and fulling millers, Aug. 6 and Sept. 6 at 10, George Hotel, Huddersfield: Sols. Watts, Dewsbury; Jacques & Co., 8, Ely-place.—Fiat dated July 15.**

#### MEETINGS.

*Saml. Fox Stephens, Old Broad-st., bill broker, Aug. 11 at 12, Court of Bankruptcy, last ex.—David Whalley, Cirencester, Gloucestershire, scrivener, Aug. 4 at 11, King's Head Inn, Cirencester, last ex.—Stephen Forster, Gateshead, Durham, iron founder, Aug. 24 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, last ex.—Hansel Baird, Gloucester, grocer, Aug. 20 at 12, Lovegrove's, Gloucester, last ex.—Jos. Cotterell, Darlaston, Staffordshire, hinge maker, Aug. 16 at 12, Swan Hotel, Wolverhampton, last ex.—Charles Long, Palace-row, New-road, glass merchant, Aug. 18 at 12, Court of Bankruptcy, and ac.—John Blakk, Bridge-st., Westminster, wine merchant, Aug. 13 at 11, Court of Bankruptcy, and ac.—Wm. Bower, Wilmalaw, Cheshire, cotton spinner, Aug. 20 at 11, Commissioners'-rooms, Manchester, and ac.—Wm. Morgan, Pill, St. George, Somersetshire, ship builder, Aug. 18 at 2, Commercial-rooms, Bristol, and ac.; Aug. 19 at 2, first and fin. div.—Joseph Ankratt, Walsall, Staffordshire, grocer, Aug. 17 at 11, Swan Inn, Wolverhampton, and ac.; at 12, div.—Wm. Biddle, Holborn-hill, fishmonger, Aug. 18 at half-past 11, Court of Bankruptcy, fin. div.—J. Hayward and R. H. Moore, Paternoster-row, booksellers, Aug. 17 at 12, Court of Bankruptcy, div.—Thos. Stallebrass and Henry Middleton, City-road, Finsbury-sq., and Tabernacle-walk, St. Luke's, timber merchants, Aug. 18 at 1, Court of Bankruptcy, div. joint and sep. est.—Thos. Stephenson, Manchester, coach maker, Aug. 20 at 11, Commissioners'-rooms, Manchester, pr. d., and ac. and div.—Edw. Spence, Knottingley, Yorkshire, innkeeper, Aug. 16 at 11, Guildhall, Doncaster, last ex. and aud. ac.; at 12, first and fin. div.—M. Redfern, W. Redfern, and J. Redfern, Ecclesfield, Yorkshire, file manufacturers, Aug. 16 at 12, Town-hall, Sheffield, and ac.; at 1, div.—Wm. Fulton and Lumsden Fulton, Rochdale, Lancashire, cotton spinners, Aug. 18 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, and ac. and div.—Antonio J. F. Marreco, Newcastle-upon-Tyne, merchant, Aug. 19 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and ac.; at 12, first and fin. div.—James Ayton and Jonathan W. Sanders, Newcastle-upon-Tyne, merchants, Aug. 19 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and ac.; at 12, fin. div.—E. Morris, Gloucester, coachmaker, Aug. 20 at 11, Wilton's, Gloucester, and ac. and fin. div.—George Robertson, John Garraway, and John Alexander, Liverpool, ship chandlers, Aug. 17 at 12, Clarendon-rooms, Liverpool, and ac.; at 1, div.—Edward Wilcock, Geo. Tinsdale, and John Turner, Ulverston, Lancashire, paper manufacturers, Aug. 18 at 11, Commercial Inn, Kendal, and ac. and div.—John Durey and Richard Borden, Sutton, Lancashire, oilmill manufacturers, Aug. 16 at 1, aud. ac.; at 2, div. sep. est. of John Durey.—Josiah Grimshaw, Roscliffe, Smith, Yorkshire, draper, Aug. 16 at 11, Guildhall, Doncaster, and ac.; at 1, div.—Dor. W. Banks, Manchester, dealer in pianofortes, Aug. 23 at 12, Commissioners'-rooms, Manchester, and ac.; at 1, first and fin. div.—Rich. Halford, Wm. H. Baldeck, and Gubera Scotland, Canterbury, bankers, Aug. 17 at 1, Guildhall, Canterbury, and ac.; at 2, div. sep. est. of Rich. Halford.—John Webb, Birmingham, tailor, Aug. 19 at 12, Waterloo-rooms, Birmingham, and ac.; at 1, div.—Thos. B. Molyneux and Percival Witherby, Liverpool, merchants, Aug. 17 at 1, Clarendon-rooms, Liverpool, div. sep. est. of William Garraway.*

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Aug. 16.*

*Wm. Slater, Marton, Whitegate, Cheshire, banker.—John P. Clarke and O. Lewis, Crown-court, Threadneedle-street, newspaper agents.—Chas. Long, Palace-row, New-road, glass merchant.*

#### PARTNERSHIP DISSOLVED.

*Wm. Charles Dumas, William Stead, and Charles John Tytes, Romsey, Southampton, attorneys, solicitors, and conveyancers.*

#### SCOTCH SEQUESTRATIONS.

*John Benton, Tharax, grain merchant.—Henderson and*

*Co., Leith, wine merchants.—George Marshall, Jedburgh grocer.—Robt. Wilson, Maxwelltown, Kirkcudbright, spirit dealer.—Wm. Forrest, Greenock, draper.—Andrew Corrie phine, Fife, banker.—Robt. Jackson, Glasgow, wholesale stationer.—Thomas Kinnear, Batherglen, merchant.—J. and J. Craig, Partick, builders.*

#### INSOLVENT DEBTORS.

*Saturday, July 23, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*John Ramsey, Crickhowell, Brecon, Esq.: Charles Bucke sole assignee.—John Rayner, Priory-street, Carmarthen, out of business, No. 59,596 C.; Wm. Phillips, assignee.—Anthony H. Liddell, Bishop Wearmouth, Durham, builder, No. 59,988 C.; John Charlton, assignee.—John Horley, Hedon in Holderness, Yorkshire, innkeeper, No. 59,710 C.; Megginson Wright and John Tomlinson, assignees.—William Keech, Green-street, Bethnal-green, grocer, No. 53,435 T.; Peter Gold and Joseph Clark, assignees.—Richard Bray, Morley, near Leeds, Yorkshire, shopkeeper, No. 58,554 C.; John Smith and George Smith, assignees.—Richard Taylor, Hedon, near Hull, Yorkshire, publican, No. 59,629 C.; Wm. Cookson, assignee.—Abraham Hodgson, Birkenhead, near Leeds, Yorkshire, rope maker, No. 59,682 C.; John Torr, assignee.—Thos. Livingston, Wigan, Lancashire, linen draper, No. 59,749 C.; George Johnston, assignee.—Robert Dwen, Hythe, Kent, carpenter, No. 60,071 C.; Edward Poole, assignee.—John G. Bird, Cardiff, Glamorganshire, ship agent, No. 59,171 C.; Fredk. Wilson Sutton, assignee.—William Berry, Hampton-street, Newington, Surrey, publisher, No. 51,034 T.; George Singer, assignee.*

*The following Prisoners are ordered to be brought up before a Commissioner on Circuit:—*

*Court-house, BIRMINGHAM, Warwickshire, Aug. 16 at 10. Wm. Cule, Birmingham, carpenter.—Benj. Smith, heavy steel toy manufacturer.—Wm. Woolison, Birmingham, pearl-button maker.—Barney Rax, Birmingham, dealer in pigs.—Jos. Gibbons, Bilston, Staffordshire, out of business.—Thos. Hammond, Birmingham, plumber.—John Blades, Birmingham, out of business.—Wm. Johnson, Birmingham, silversmith.—Joseph Benj. Whittle, Birmingham, tailor.—John Hand, Birmingham, carpenter.—Chas. Pickford, Birmingham, labourer.—Thos. A. Joshua Mee, Birmingham, druggist.—T. Griffiths, Birmingham, postholder.—Benj. Pearson, (Shropshire), hostman.—Thos. Horton, Birmingham, out of business.—Joseph Thompson, Birmingham, out of business.—George E. Dafford, Birmingham, out of business.—Ed. Thos. H. Woolley, Birmingham, paper dealer.—George Thorne, Wolverhampton, out of business.—Wm. Russell, Birmingham, tinner and huckster.—D. Young, Bristol-road, Birmingham, attorney's clerk.*

#### INSOLVENT DEBTORS' DIVIDEND.

*Wm. Drudge, Reading, general shopkeeper, July 23, Sturmy's, Wellington-street, London-bridge, Southwark: 2s. 4d. in the pound.*

**FRIDAY, JULY 29.**

#### DECLARATION OF INSOLVENCY.

**JOSEPH TILL, Shirley-mills, Hampshire, brewer.**

#### BANKRUPTS.

**RICHARD COOPER GRAY and HENRY TIMBREY GRAY, Growers-place, Commercial-road East, and Marine-place, Commercial-road East, and Upper Stamford-st., Blackfriars-road, Surrey, rope makers, Aug. 5 and Sept. 9 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sol. Church, Spital-square.—Fiat dated July 25.**

**THOMAS HENTON WOOD, Ranelagh-road, Thames-bank, Pimlico, engineer and millwright, Aug. 8 at 12, and Sept. 9 at 2, Court of Bankruptcy: Off. Ass. Turquand; Sol. Holmer, 24, Bridge-street, Southwark.—Fiat dated June 28.**

**WILLIAM WOOD, Picket-st.-chambers, Strand, bill broker and money scrivener, Aug. 10 at 2, and Sept. 9 at 12, Court of Bankruptcy: Off. Ass. Groom; Sol. Colman, 8, Caston-chambers, Regent-st.—Fiat dated July 23.**

**THOMAS CHAPMAN, Tottenham-court-road, and Grove-farm, Kentish-town, dairyman, Aug. 10 at 1, and Sept. 9 at**

11, Court of Bankruptcy: Off. Ass. Groom; Sols. Rutter & Trotter, Ely-place, Holborn.—Fiat dated July 26.  
**CHARLES KING, JOSEPH SANDELL, and DAVID HENRY KING**, Berners-st., Oxford-st., paper stainers, Ang. 12 at 11, and Sept. 9 at 1, Court of Bankruptcy: Off. Ass. Edwards; Sol. Dyer, 27, Ely-place.—Fiat dated July 27.  
**HENRY WESTWOOD**, Wolverhampton, Staffordshire, steel-yard maker, Ang. 17 at 3, and Sept. 9 at 1, Swan Inn, Wolverhampton: Sols. Manby & Hawksford, Wolverhampton; Wright & Smith, Golden-sq.—Fiat dated July 16.  
**SAMUEL SEDGLEY**, Dudley, Worcestershire, grocer, Ang. 17 and Sept. 9 at 11, Swan Hotel, Wolverhampton: Sols. Robinson & Fletcher, Dudley; Johnson, 2, Verulam-buildings, Gray's-inn.—Fiat dated July 11.  
**THOMAS CLARKE**, Rugby, Warwickshire, mercer and linen draper, Ang. 17 and Sept. 9 at 11, Spread Eagle Hotel, Rugby: Sols. Benn, Rugby; Anstons & Hobson, 4, Raymond-buildings, Gray's-inn.—Fiat dated July 25.  
**WILLIAM STONE and ROBERT BLAKE**, Bristol, tailors and drapers, Ang. 5 and Sept. 9 at 11, Commercial rooms, Bristol: Sols. Williams & Barker, Bristol; Gregory & Sons, Clement's-inn.—Fiat dated July 25.  
**JAMES FITTON**, Bolton-le-Moors, Lancashire, smallware dealer, Aug. 23 and Sept. 9 at 10, Swan Inn, Bolton-le-Moors: Sols. Hulton, Bolton-le-Moors; Chilton & Ackland, Chancery-lane.—Fiat dated July 19.  
**CHARLES LEWIS WRENSHALL**, Liverpool, dealer in music and musical instruments, Aug. 9 and Sept. 9 at 1, Chancery-rooms, Liverpool: Sols. Jones & Bickerton, Liverpool; Clarke & Maden, 20, Lincoln's-inn-fields.—Fiat dated July 25.  
**JAMES WATSON, sen., and JAMES WATSON, jun.**, Wath-upon-Dearne, Yorkshire, common brewers, Aug. 10 and Sept. 9 at 12, Town-hall, Sheffield: Sols. Shackleton, Leeds; Bettys & Co., Chancery-lane.—Fiat dated July 6.  
**JONATHAN SKELTON**, Gainsburgh, Lincolnshire, miller, Aug. 8 and Sept. 9 at 11, White Hart Inn, East Retford: Sols. Spurr, Gainsburgh; Shearman & Evans, 2, Gray's-inn-sq.—Fiat dated July 18.  
**FRANCIS ARTHUR and EDWARD ARTHUR**, Birmingham, coach makers, Ang. 8 and Sept. 9 at 1, Waterloo-rooms, Birmingham: Sols. Harding, Birmingham; Stafford, 14, Buckingham-st., Strand.—Fiat dated July 25.

#### METINGS.

**Edward Hen. Waller and Wm. Waters**, Chepstow, Monmouthshire, timber merchants, August 10 at 11, King's Head Inn, Newport, last sep. ex.—*Jas. Rogers*, Bromyard, Herefordshire, scrivener, Aug. 8 at 3, Falcon Inn, Bromyard, last ex.—*Francis Davis*, Weymouth, and Melcombe Regis, Dorsetshire, wine and spirit merchant, August 8 at 11, Antelope Inn, Dorchester, last ex.—*William Kerrison*, Southampton, glass merchant, August 19 at 12, Dolphin Inn, Southampton, last ex.—*Isaac Jones*, Hop-pole, Worcester, victualler, Aug. 24 at 11, Hughes's, Worcester, last ex.—*Jas. Bannister and David Simpson*, Liverpool, shipwrights, August 27 at 1, Clarence-rooms, Liverpool, and ac.—*Geo. Robinson, J. Garraw, and J. Alexander*, Liverpool, rope manufacturers, Aug. 22 at 11, Clarence-rooms, Liverpool, and ac. sep. est. of *G. Robertson*: at 1, and ac. sep. est. *J. Alexander*; Aug. 23 at 12, and ac. joint est.—*Robert Mills*, Heywood, Lancashire, iron-founder, Aug. 23 at 12, Commissioners'-rooms, Bolton-le-Moors, and ac.; at 2, div.—*Thomas B. Milnes and Robert Owen*, Nottingham, iron-founders, August 25 at 11, Ram Hotel, Nottingham, and ac.; at 1, div. joint est.; at 2, and ac.; at 3, div. sep. est. *T. B. Milnes*.—*S. Ed. Hide*, Broadwater, Sussex, builder, Aug. 20 at 12, Town-hall, Brighton, and ac.; at 1, div.—*Wm. Miles and Jos. Dawkins*, Southampton, boot and shoemakers, August 25 at 1, Star Hotel, Southampton, and ac.; at 2, div.—*Humphrey Tugwell*, Holbury and Langley, Fawley, Southampton, cattle dealer, Aug. 24 at 2, Star Hotel, Southampton, and ac.; at 3, div.—*Charles Cross and Bernard Spaul*, Colchester, Essex, merchants, Aug. 22 at 11, Three Cups Hotel, Colchester, and ac.; at 12, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Aug. 19.*

**J. M. Bird**, Liverpool, chemist.—*Robt. Rendell*, Newton Abbott, Devonshire, draper.—*Samuel Chadwick*, Heywood, Lancashire, cotton-spinners.—*Chas. D. Bowers*, Cannon-st., comb maker.—*Thomas Bretfell*, Rupert-street, Haymarket,

printer.—*John H. Cassell*, Mill-wall, Poplar, naphtha seller.—*Wm. Ward*, Blackfriars-road, Surrey, draper.—*Wm. Robinson*, Hulme, near Manchester, glass manufacturer.—*Edwin Bowser*, Llanelly, Carmarthenshire, linen draper.—*Thomas Rayson*, Romford, Essex, innkeeper.

#### FIAT ANNULLED.

**Frederick Edward Turner**, Holywell, Flintshire, chemist and druggist.

#### PARTNERSHIP DISSOLVED.

**John Manning and Fredk. Jas. Manning**, Dyer's-buildings, Holborn, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

**Macpherson and Macdonald**, Glasgow, commission-agents.—**Robert Ranken**, Glasgow, grocer.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before a Commissioner on Circuit:—*

*Court-house, BEDFORD, (County), Aug. 19 at 10.*

*Joseph Bond*, Luton, baker.

*Court-house, AYLESBURY, Buckinghamshire, Aug. 20 at 10.*

*Elias Breccerton*, Buckingham, miller.—*Allen Mason*, Great Kinghill-common, Hitchenden, land measurer.—*James Bacon*, Slough, Upton cum Chalvey, cordwainer.—*Joseph Cowley*, Castlethorpe, drover.—*Thos. Harris*, Marsh Gibbon, shoemaker.—*Fredk. Chilton*, Aylesbury, victualler.—*James Thorne*, Bierton, horse dealer.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Thos. Williams*, Park-st., Camberwell, clerk in Greenwich Hospital, Aug. 4, Tarsey's, Lad-lane, City: 2s. in the pound (in addition to 13s. 5d. by former dividends).

**MASTER IN CHANCERY.**—The Lord Chancellor has appointed William Robinson, of Gainsborough, Lincolnshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

#### RAILWAYS.—ASSESSMENT of the POOR-RATE upon RAILWAYS.

**A REPORT of the CASE of the QUEEN against the SOUTH-WESTERN RAILWAY COMPANY**, decided this present Trinity Term in the Court of Queen's Bench. By **CHARLES JAMES GALE, Esq.,** Barrister at Law, of the Inner Temple. Price 2s. stitched.

\* \* This Case decides that a Railway is to be assessed to the Poor-Rate upon the rent which a lessee would pay, for the Railway to be placed in the same position, and to have the same rights as the Company themselves. It also decides the mode of assessment in each parish.

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LONDON, AUGUST 6, 1842.

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LONDON, AUGUST 6, 1842.

It occurs sometimes that men who have been for a long course of years engaged in a particular profession, and who while so engaged are unaware, partly it must be presumed from their minds being engrossed with the transaction of business, and partly by reason of their own pure and disinterested feelings, of the existence of any tendency in the practices of their profession, to warp the conscience and place men in a position in which the *auri sacra fames* may taint their souls, or the breath of suspicion may blight their reputations,—we say that it will sometimes occur, that when such men have, by the exercise of their talents, lifted themselves to a height so far above their quondam professional brethren, that they can stand as it were surveying from afar the field of their former labours, then a mist falls from their eyes. The abominations through which they, favoured by fortune, have passed unscathed, are revealed to their astonished vision;—they perceive with a pious horror the dangers which once beset their honesty, and shuddering at the perils they have avoided, they determine to use their utmost endeavours to save from similar temptation, those who may not possess strength to resist as they have done.

A discussion took place lately in the House of Lords on the subject of allowing counsel to appear at the Bar of that House for or against bills depending there, who should be members of the Lower House, (see ante, p. 262); and in the course of that debate, much curious light was thrown upon the springs of action that impel the Bar. It is stated to have been argued, that it was inexpedient to permit members of the House of Commons to appear as counsel in respect of bills which either had been or might come before that House, because the fee to the barrister might bias the judgment and vote of the legislator. Suppose, said a noble and learned Lord, "the case of a bill introduced into the House of

Commons, on the merits of which it would be necessary that counsel should be heard at their Lordships' Bar, and that before the bill came into the House of Commons a retainer was left at the chambers of a barrister being a member of that House, to engage his support for the bill at their Lordships' Bar; and he was called on in the House to exercise his judgment on the bill, and support it or oppose it as an independent member, *was it to be supposed that in no case and in no degree his judgment would be biased by the fee he had received?*"

We confess we, in our ignorance, should have thought in no instance. We have been led to believe, taking first what may be termed the mammonite view of the question, that a fee is a quiddam honorarium for a specific service; that if a fee is delivered with a brief, it is paid for the service of the barrister in reading that particular brief, and arguing to the best of his ability on the particular subject-matters set forth in it; and we certainly have not been taught, (shame on the careless preceptor who so suffered us to go forth in ignorance!) that a fee to counsel to address the House of Lords as such, is to be considered by him as a fee to do that and something more, viz. to speak or vote against his belief as a member of Parliament. We should have as soon thought, that, if we had hired a boat to take us to Westminster, the boatman would consider *his* fee a payment of his fare to Windsor. Surely, surely, barristers are not so ignorant of the value of money as to sell their consciences for nothing!

But again, considering the question under another aspect. We will admit with the noble and learned Lord, who takes this original view of the potency of a fee, that "barristers are men, and are not to be unnecessarily or extravagantly lauded;" but still we have been taught that they are men educated, carefully, sedulously trained to cultivate and cherish a nice sense of honour; we have been led to conceive that that honour was to the barrister the breath of his nostrils, and



that he would not easily permit a paltry fee to obliterate his sense of it. We have known instances in abundance of barristers refusing fees rather than break in upon some comparatively trivial rule of etiquette, and surely the breach of a high political duty must be thought as stringent on the sense of honour of a barrister, as the mere etiquette of his profession.

We had thought even that we could name instances where counsel had been so placed, that their duty of expressing and recording their opinions as Members of the Legislature conflicted with their duty as counsel, and yet they had done both. We had fancied we had read of a late celebrated trial for high treason, in which a great lawyer was retained to defend, as a lawyer, men whose acts and doctrines, as a man and a legislator, he notoriously abhorred. And we had fancied that the result of that transaction was, that the eminent individual to whom we allude, did his duty both to his clients and the public.—But we must have been mistaken. A barrister, it seems, when he accepts a retainer, is bought body and soul. The gold is to his honour what nitro-muriatic acid is to the gold, an irresistible solvent.

There is, it must be observed, some little discrepancy between the different portions of the argument of the noble and learned lord who is so desirous to protect the public against the weakness of the Bar, and the Bar against their own weakness. He is reported, in another part of his speech, to have said, that, "as a member of the Legislature, counsel ought to act in conformity with his own opinion. As a counsel, his private opinion was of no importance whatever; he was to be governed by the instructions he had received from his client, and was to do the best he could for the interests of his client." Now, if this is the doctrine, and we do not dispute it, it seems to assume, that the client bargains merely for the legal services of the barrister, without any reference to his private opinions. And on what ground then is he, by giving a retainer to a barrister to plead for or against a bill before the House of Lords, to assume, that the barrister is to be influenced by that retainer in any thing beyond the specific legal service for which it is given? If he knows that his counsel has two duties, and if he knows, as he certainly does, that the retainer is *prima facie* merely a retainer to perform one of those duties, on what ground is he to assume or expect, or how can it be supposed that he does in fact expect, that, by giving it, he binds the counsel not only to perform the one, but to neglect the other? It strikes our apprehension, that the doctrine thus stated by the learned lord puts him out of court as to his other implied doctrine; for if the party paying for a particular service has no ground to expect, and is not in fact supposed to expect from the party paid, some other particular service, where is the pressure, the inducement to the payee to do that other particular service for which he is not paid? The noble and learned lord may be right in his apprehensions, that barristers cannot set their honour against the glitter of a fee; though, if he is, we think the sooner the Bar is entirely swept away from the face of society the better.—He may be right in thinking that they cannot resist temptation; but we think he has failed in shewing, that, in the particular case to which his motion was addressed, there is any temptation for them to resist.

## ON SECURITIES ON LAND IN CONNEXION WITH BILL TRANSACTIONS AND THE USURY LAWS.

Many of our readers are aware that attempts have been made and are making to evade that small remnant of the usury laws which is still in vigour, and which prohibits the taking of usurious interest upon real security; and they are also aware that serious doubt has been entertained as to the legal success of such attempts. The device most in favour, and that to which we shall confine our remarks, is to borrow, not money but the use of a name that stands well in the money market, and to give an indemnity against the consequences of lending it by security upon real estate; and then to carry that name into the market and obtain advances upon such terms as can be made. Thus, (whose name ranks "A. 1" on the Exchange) agree with B. to accept his bills, on condition that B. undertakes to provide for them when due, and deposits with A. title deeds, or gives him some other real security for the performance of his undertaking. The bill thus obtained is of course discounted on much more favourable terms than would have been obtained had B. relied on his own credit alone. The proceeding is sometimes varied in a manner that is supposed to make it safer, by making A. place his name upon the bill, not as acceptor, but as indorser; so that the bill is good in the first instance, whatever may be the legality of the subsequent proceedings. We will first discuss the simple case, where the security is given to the acceptor at the time of his acceptance.

In the supposed case, the intention may be, either that the drawer shall provide for the bill when due, or that he shall not. If the first course is intended, the commission paid to the acceptor will be a remuneration for his trouble, and may also be supposed to include an insurance against the risk which he runs, that the drawer will not be able to perform his engagements. Is this usury? The stat. 2 & 3 Vict. c. 37 has suspended the usury laws, with a proviso that nothing therein contained "shall extend to the loan or forbearance of any money upon security of any lands, tenements, or hereditaments, or any estate or interest therein." So that every contract in which a security upon land is involved remains subject, as to the question of usury, to the old law, and may be discussed as if the stat. of Victoria had never passed. The stat. of Anne enacts, "that no person upon any contract take, directly or indirectly, for loan of any monies, wares, merchandise or other commodities, above the value of 5*l.* the forbearance of 100*l.* for a year; and that all bonds, contracts, and assurances whatsoever, for payment of any principal or money to be lent on covenant to be performed upon or for any usury, whereupon or whereby there shall be reserved or taken above the rate of 5*l.* in the 100*l.* as aforesaid, shall be utterly void." Now the transaction under consideration is obviously no loan in the first instance, and can never become so unless the terms of the contract are broken; and it seems to be clear that no commission that is paid to the acceptor can be usurious, any more than a payment to a person in consideration of his joining as surety in a bond is usurious. Nothing is lent but the name of the acceptor.

\* We may remark that the dictum of Lord Cottenham in *Whitworth v. Gaugain* (ante, vol. 5, p. 523) has materially diminished the confidence which was placed in equitable mortgages; while the doctrine of *Jones v. Jones*, (ante, p. 61), while uncontradicted, gives to incumbrancers upon personal estate a material advantage over incumbrancers on equitable interests in realty.

† Where there is a loan, anything paid in consideration of the risk of losing the principal is interest; but here, the risk is, not that the money will be lost, but that it will be lent; a very different thing.

If there is usury, there must be a rate of interest for the forbearance of money for a certain time; but here there is nothing like interest; and if the commission is to be treated as interest, there are no data from which to calculate the rate. It is obvious that the inconvenience and risk to the acceptor may be greater in proportion as the date of the bill is shorter; and that he would be likely (except under special circumstances) to charge a higher commission for accepting a bill at two months, than for a bill at twelve. It is impossible therefore to say, that the commission is a remuneration for forbearance in respect of time. Now, suppose that in fact the drawer of the bill fails to provide for it at maturity, and that the acceptor having paid the bill does not receive his money back before the expiration of a year, and that he then receives it with interest at 5l. per cent. The right to interest for the time subsequent to the maturity of the bill (assuming for argument's sake that the transaction is lawful) being a legal consequence of the contract, may be treated as part of it, and as being bargained for, just as much as the commission is bargained for. But it is evident that the commission cannot be added to the interest so as to increase it beyond the legal amount; for the commission is not to depend at all upon the time of payment; it is to be paid in any event, even although no loan whatever takes place; and it is not to be increased, although the loan should in the result continue for six years. There is therefore no contract for a payment of excessive interest in consideration of the forbearance of money; what is paid is not paid in consideration of forbearance in any sense. Is the case altered by supposing that the nonpayment of the bill by the drawer was expected by both parties in the first instance; and that the amount of commission was greater than it would have been had this temporary insolvency not been anticipated? Suppose a premium of 5l. given to A. for accepting a bill drawn by B. for 100l. at three months. Here, the evident expectation is, that A. will advance money for some time at any rate to the use of B.; and however short or however long a time A. may allow to elapse before he enforces payment, he will receive more than 5l. per cent. for the use of his money, if the law allows him to recover it at all. Suppose that A. recovers the amount of the bill from B. at the end of six months from the time of his paying it, he will then, deducting a commission, say of 1l. per cent., for trouble, have received rather more than 14l. per cent. upon the advance: certainly as hard a bargain as the clearest case of usury could be. By enforcing an earlier payment, he would gain a still more extravagant rate of interest. But the harshness of the case does not make it usury; a post obit bond, the purchase of an annuity, or even the sale of a suit of clothes, may be much harder than any transaction within the statute of Anne, and yet be perfectly legal. Indeed, it is peculiar to such laws as these that they generally give rise, by evasions which it is impossible to prevent, to impositions and dealings far more oppressive than those against which they are directed.

This conclusion from general reasoning appears to be consistent with the general course of the authorities, among which (with the exception perhaps of *Kent v. Loven*, to be noticed presently) there is no case to be found deciding that that is usury where the supposed borrower may be called upon to return the principal at any moment, while the supposed lender receives the same consideration whether he leaves the money outstanding a year or only an hour. Wherever the usury laws have been held to apply, either the borrower has stipulated for a certain period of accommodation, or, if the period has been left to the will of the lender, his forbearance has been secured by an agreement to pay usurious interest *in proportion to the time*. On the other hand, there is no distinct authority in favour of the legality of such a transaction as that under con-

sideration. In an action upon the statute of Anne, to recover penalties for usury, the declaration stated, that the defendant forbore a sum of money from the 20th April; but it appeared, that, on the 20th, the loan was made, by sending bankers' cheques by the post, without any agreement to consider them as money, which cheques were not received until the following day. Lord Ellenborough held that the variance was fatal—"For civil purposes, the loan might be complete on the 20th, but in a criminal proceeding, can we say that the defendant forbore the money from that day, when it was then uncertain whether it ever would be received? Suppose he has charged for what he never lent, he may be liable for a fraud, not for usury. Perhaps he was not wrong in claiming interest from the 20th for commercial purposes, but before the forbearance begins which is to subject a man to penalties for usury, cash notes advanced must have become available, the money must have been grasped by the person to whom it is forborne. When I accommodate a man with a cheque upon my banker, there may be a loan for which interest is due. Till the money is actually received under it, there is no forbearance within the meaning of this statute." A rule for a new trial on the ground of misdirection was refused. (*Brooks v. Middleton*, 1 Camp. 445). Lord Ellenborough's distinction between civil and penal actions is not very intelligible. The only distinction recognised in other cases has been that which is expressed by the statute itself, namely, that an *agreement* to pay usurious interest is sufficient to avoid the entire contract, while, to constitute the *offence*, there must be, besides the corrupt agreement, an actual *taking* of the interest. (See *Ferrall v. Shaen*, 1 Wms. Saund. 249, 395).

A subsequent case before Lord Ellenborough raised the exact point, but the circumstances enabled his Lordship to place his decision on a different ground. In that case, (*Masterman v. Cownie*, 3 Camp. 488), Brome, a merchant in London, applied in October, 1811, to the plaintiff's bankers in London to accept bills for him at short dates, for which he was to provide when due; and it was accordingly agreed, that such bills should be drawn by some person procured by him; that the plaintiffs should accept them; that Brome should always provide for them before they became due; that as security he should deposit with the plaintiffs good bills at long dates to a larger amount; and that the plaintiffs should receive a commission of 5s. per cent. upon the bills accepted and paid by them, for their trouble. After some dealings on those terms, the plaintiffs expressing themselves dissatisfied with the manner in which the bills were drawn, and requiring them to be drawn by some respectable person in the country, Brome agreed that W. M., a banker in Yorkshire, named by the plaintiffs, should draw the bills, and that he would allow him a commission of 1s. per cent. for so doing. The bills so drawn were always provided for by Brome until he became bankrupt in September, 1812. Afterwards, the plaintiffs were obliged to take up bills accepted for him, and for which he had not provided funds. The question arose upon their seeking to prove for the amount of bills deposited by Brome as security, against the estate of the bankrupt acceptors; and an issue was directed by the Chancellor to try the question of usury. A verdict was given for the plaintiffs. Lord Ellenborough said—"The first question is, whether there was a contract for a loan. If there was, there may be usury to vitiate the debt, or to cut down the securities, although no advance took place till after Brome's bankruptcy, upon which no interest was charged. There must be an actual loan and a receipt of usurious interest to render a party liable to penalties, but if there be a stipulation for more than 5l. per cent. upon a contemplated advance, the agreement is usurious, and no transactions under it can bar the foundation of a valid debt. Here however nothing appears to have been anticipated

to be done by the plaintiffs beyond the acceptance and payment of the bills. They never were in advance to Brome till after his bankruptcy, and there seems no reason to suppose that a loan of money was ever in their thoughts. If so, the commission of 5s. per cent. could not be for forbearance, and could not be the foundation of usury. The only question arising out of the 1s. allowed to the drawer is, whether that was a colour for usury. If it was *bonâ fide* applied to W. M.'s use it cannot be usurious, and may be entirely removed from the consideration of the case. Then may not the 5s. be accounted for on the score of the trouble which the plaintiffs had in accepting and paying the bills, in receiving the funds for that purpose, and in taking care of the securities deposited with them? It has been decided, that *country bankers* may charge a commission beyond the 5l. per cent. for the money advanced. Instead of the expression 'country bankers,' I prefer a description of the thing done. Before all mercantile transactions were carried on by means of a paper circulation, country bankers were at a great charge in procuring cash. It was a sort of foreign commodity which they had to import, therefore in conveying and insuring it they incurred a great collateral expense. If, under these circumstances, they were allowed only 5l. per cent. on the whole transaction, they might have received only 4l. 10s. for the forbearance of the money advanced. A similar expense may be incurred every where, by keeping clerks and a counting-house on purpose to accept and pay bills with funds provided by the persons for whom the business is done. In all these cases it is necessary to detach the trouble of keeping accounts from the interest for the forbearance of money. I remember an issue being tried by this court at Chester, whether 5s. per cent. was a fair commission upon the discount of bills there, and it was found to be so. I agree with what the Chancellor is stated to have said in directing the present issue, that unless there be an eventual advance of money contemplated, there can be no usury. Here the advance of money was not the substance of the contract. It was never mentioned among the parties, and never happened till the close of the transactions, when no interest was charged upon it. *Had an advance been made, I should have left it to the jury whether the commission was a shift for obtaining more than legal interest for the forbearance of the money.* But if an advance was neither made nor contemplated, the commission can be considered only a compensation for services performed."

Lord Ellenborough's opinion, therefore, was distinctly against the legality of any such agreement, where, either from the fact of an advance being made, or from the excessive amount of the sum paid under the name of commission, it must be inferred that the commission was not intended wholly as a remuneration for services performed, but partly as something in addition to legal interest for a contemplated advance.

In *Kent v. Lowen*, (1 Camp. 177), the defence to an action by the indorsee against the maker of a promissory note was, that it had been given to the payees, Messrs. Coates, under an agreement that they would accommodate him with their acceptance at three months upon receiving his note for the same sum at ninety days, together with 2l. 10s. per cent. commission; and Lord Ellenborough held, that there was no colour for commission, but that the 2l. 10s. per cent. must be considered as usurious interest. Country bankers had been allowed to take, besides legal interest, a certain commission for their trouble and expense, but that was in *discounting* bills. Here Coates & Co. were acceptors of a bill, and the commission was a mere cloak for usury. It is difficult to reconcile this judgment with what has been already cited from the same learned judge in *Masterton v. Cowrie*; and still more difficult to reconcile the decision with the principle of the more recent case of

*Stovell v. Eade*, (12 J. B. Moore, 277), where a country banker gave his draft on his London agent, payable at two months, in exchange for a country bill of the same date, deducting, in the name of commission, a sum equal to 4l. per cent. for the time the bill had to run. It was held clearly not usurious. Park, J., said, "It appears to me, that there was no loan in this case, but a mere exchange of bills; the plaintiffs were clearly entitled to a commission for their trouble and risk in remitting cash to London." But Best, C. J., said, "If they had taken more than 5l. per cent., it might have been a question whether the transaction was not a colour for usury; but as only about 4l. per cent. was taken, there is no pretence for saying that it was within the Statute of Usury." If it was not a loan, how could the amount of the commission make any difference in the nature of the transaction? The party who took the draft might have legally paid 5l. per cent. to a third person for discounting it; and if one person might receive that discount, any other person might do so. Suppose the draft to have been taken the next day to the drawers of it, might they not legally have discounted it, and received 5l. per cent. for doing so, (*Barclay v. Walmsley*, 4 East, 57), making, with their previous commission, 9l. per cent.? This is not any argument against the dictum of Best, C. J., but it shews how much the question of usury is governed by the form, and how little by the substance of the transaction.

Upon the authorities, therefore, the validity of the transaction we have supposed, as between the parties themselves and all others having notice, seems to be at least doubtful. In the hands of innocent holders the bill would of course be good, (Stat. 5 & 6 Will. 4, c. 41); and, as we have said, upon principle it would seem to be equally good between the parties themselves.

When the commission is paid and the landed security given upon the loan of a name by way of indorsement, instead of by acceptance, the remedy upon the bill of course remains unaffected, while the question as to the validity of the security, and the claims of a subsequent indorsee with notice, is the same as that which we have already discussed.

## Imperial Parliament.

### HOUSE OF LORDS.

Tuesday, Aug. 2.

The Insolvent Debtors Bill was read a third time and passed.

The Limitation of Actions Extension Bill passed through committee.

The Joint Stock Banking Companies Bill was read a third time and passed.

### HOUSE OF COMMONS.

Monday, Aug. 1.

The Bankruptcy Law Amendment Bill went through committee pro forma. The report to be received on Wednesday.

The Court of Chancery Offices Bill was read a second time.

The County Courts Bill was read a second time.

Thursday, Aug. 4.

The report of the Court of Chancery Offices Bill was brought up. Third reading fixed for the 5th.

## PUBLIC GENERAL STATUTES.

5 VICTORIA.—SESSION 2.

(Continued from p. 269.)

### CAP. XXXIX.

An Act to amend the Law relating to Advances *bonâ fide* made to Agents intrusted with Goods. [30th June, 1842.]

Whereas by an act passed in the 6 Geo. 4, [c. 94], intituled "An Act to alter and amend an Act for the better Protection of the Property of Merchants and others who may hereafter enter into Contracts or Agreements in relation to Goods,

Wares, and Merchandize intrusted to Factors or Agents," validity is given, under certain circumstances, to contracts or agreements made with persons intrusted with and in possession of the documents of title to goods and merchandize, and consignees making advances to persons abroad who are intrusted with any goods and merchandize, are entitled, under certain circumstances, to a lien thereon, but under the said act and the present state of the law, advances cannot safely be made upon goods or documents to persons known to have possession thereof as agents only: And whereas by the said act it is amongst other things further enacted, "that it shall be lawful to and for any person to contract with any agent intrusted with any goods, or to whom the same may be assigned, for the purchase of any such goods, and to receive the same of and to pay for the same to such agent, and such contract and payment shall be binding upon and good against the owner of such goods, notwithstanding such person shall have notice that the person making such contract, or on whose behalf such contract is made, is an agent; provided such contract or payment be made in the usual and ordinary course of business, and that such person shall not, when such contract is entered into or payment made, have notice that such agent is not authorized to sell the same, or to receive the said purchase-money:" And whereas advances on the security of goods and merchandize have become an usual and ordinary course of business, and it is expedient and necessary that reasonable and safe facilities should be afforded thereto, and that the same protection and validity should be extended to *bonâ fide* advances upon goods and merchandize as by the said recited act is given to sales, and that owners intrusting agents with the possession of goods and merchandize, or of documents of title thereto, should in all cases where such owners by the said recited act or otherwise would be bound by a contract or agreement of sale be in like manner bound by any contract or agreement of pledge or lien for any advances *bonâ fide* made on the security thereof: And whereas much litigation has arisen on the construction of the said recited act, and the same does not extend to protect exchanges of securities *bonâ fide* made, and so much uncertainty exists in respect thereof that it is expedient to alter and amend the same, and to extend the provisions thereof, and to put the law on a clear and certain basis: Be it therefore enacted, That from and after the passing of this act any agent who shall thereafter be intrusted with the possession of goods, or of the documents of title to goods, shall be deemed and taken to be owner of such goods and documents, so far as to give validity to any contract or agreement by way of pledge, lien, or security *bonâ fide* made by any person with such agent so intrusted as aforesaid, as well for any original loan, advance, or payment made upon the security of such goods or documents, as also for any further or continuing advance in respect thereof, and such contract or agreement shall be binding upon and good against the owner of such goods, and all other persons interested therein, notwithstanding the person claiming such pledge or lien may have had notice that the person with whom such contract or agreement is made is only an agent.

2. That where any such contract or agreement for pledge, lien, or security shall be made in consideration of the delivery or transfer to such agent of any other goods or merchandize, or document of title, or negotiable security, upon which the person so delivering up the same had at the time a valid and available lien and security for or in respect of a previous advance by virtue of some contract or agreement made with such agent, such contract and agreement, if *bonâ fide* on the part of the person with whom the same may be made, shall be deemed to be a contract made in consideration of an advance within the true intent and meaning of this act, and shall be as valid and effectual, to all intents and purposes and to the same extent as if the consideration for the same had been a *bonâ fide* present advance of money: Provided always, that the lien acquired under such last-mentioned contract or agreement upon the goods or documents deposited in exchange shall not exceed the value at the time of the goods and merchandize which, or the documents of title to which, or the negotiable security which shall be delivered up and exchanged.

3. That this act, and every matter and thing herein contained, shall be deemed and construed to give validity to such contracts and agreements only, and to protect only such loans, advances and exchanges, as shall be made *bonâ fide*, and without notice that the agent making such contracts or agreements as aforesaid has not authority to make the same, or is acting

*malâ fide* in respect thereof against the owner of such goods and merchandize; and nothing herein contained shall be construed to extend to or protect any lien or pledge for or in respect of any antecedent debt owing from any agent to any person with or to whom such lien or pledge shall be given, nor to authorize any agent intrusted as aforesaid in deviating from any express orders or authority received from the owner; but that for the purpose and to the intent of protecting all such *bonâ fide* loans, advances, and exchanges as aforesaid, (though made with notice of such agent not being the owner, but without any notice of the agent's acting without authority), and to no further or other intent or purpose, such contract or agreement as aforesaid shall be binding on the owner and all other persons interested in such goods.

4. That any bill of lading, India warrant, dock warrant, warehouse-keeper's certificate, warrant, or order for the delivery of goods, or any other document used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by indorsement or by delivery, the possessor of such document to transfer or receive goods thereby represented, shall be deemed and taken to be a document of title within the meaning of this act; and any agent intrusted as aforesaid, and possessed of any such document of title, whether derived immediately from the owner of such goods, or obtained by reason of such agent's having been intrusted with the possession of the goods, or of any other document of title thereto, shall be deemed and taken to have been intrusted with the possession of the goods represented by such document of title as aforesaid, and all contracts pledging or giving a lien upon such document of title as aforesaid shall be deemed and taken to be respectively pledges of and liens upon the goods to which the same relates; and such agent shall be deemed to be possessed of such goods or documents, whether the same shall be in his actual custody, or shall be held by any other person subject to his control or for him or on his behalf; and where any loan or advance shall be *bonâ fide* made to any agent intrusted with and in possession of any such goods or documents of title as aforesaid, on the faith of any contract or agreement in writing to consign, deposit, transfer, or deliver such goods or documents of title as aforesaid, and such goods or documents of title shall actually be received by the person making such loan or advance, without notice that such agent was not authorized to make such pledge or security, every such loan or advance shall be deemed and taken to be a loan or advance on the security of such goods or documents of title within the meaning of this act, though such goods or documents of title shall not actually be received by the person making such loan or advance till the period subsequent thereto; and any contract or agreement, whether made direct with such agent as aforesaid, or with any clerk or other person on his behalf, shall be deemed a contract or agreement with such agent; and any payment made, whether by money or bills of exchange, or other negotiable security, shall be deemed and taken to be an advance within the meaning of this act; and an agent in possession as aforesaid of such goods or documents shall be taken, for the purposes of this act, to have been intrusted therewith by the owner thereof, unless the contrary can be shewn in evidence.

5. That nothing herein contained shall lessen, vary, alter, or affect the civil responsibility of an agent for any breach of duty or contract, or non-fulfilment of his orders or authority, in respect of any such contract, agreement, lien, or pledge as aforesaid.

6. That if any agent intrusted as aforesaid shall, contrary to or without the authority of his principal in that behalf, for his own benefit and in violation of good faith, make any consignment, deposit, transfer, or delivery of any goods or documents of title so intrusted to him as aforesaid, as and by way of a pledge, lien, or security; or shall, contrary to or without such authority, for his own benefit and in violation of good faith, accept any advance on the faith of any contract or agreement to consign, deposit, transfer, or deliver such goods or documents of title as aforesaid; every such agent shall be deemed guilty of a misdemeanor, and being convicted thereof, shall be sentenced to transportation for any term not exceeding fourteen years nor less than seven years, or to suffer such other punishment by fine or imprisonment, or by both, as the court shall award; and every clerk or other person who shall knowingly and wilfully act and assist in making any such consignment, deposit, transfer, or delivery, or in accepting or procuring such advance as aforesaid, shall be deemed guilty of a misdemeanor,

and being convicted thereof, shall be liable, at the discretion of the court, to any of the punishments which the court shall award, as hereinbefore last mentioned: Provided nevertheless, that no such agent shall be liable to any prosecution for consigning, depositing, transferring, or delivering any such goods or documents of title, in case the same shall not be made a security for or subject to the payment of any greater sum of money than the amount which at the time of such consignment, deposit, transfer, or delivery was justly due and owing to such agent from his principal, together with the amount of any bills of exchange drawn by or on account of such principal, and accepted by such agent: Provided also, that the conviction of any such agent so convicted as aforesaid shall not be received in evidence in any action at law or suit in equity against him, and no agent intrusted as aforesaid shall be liable to be convicted by any evidence whatsoever in respect of any act done by him, if he shall, at any time previously to his being indicted for such offence, have disclosed such act, on oath, in consequence of any compulsory process of any court of law or equity in any action, suit, or proceeding which shall have been bona fide instituted by any party aggrieved, or if he shall have disclosed the same in any examination or deposition before any commissioner of bankrupt.

7. That nothing herein contained shall prevent such owner as aforesaid from having the right to redeem such goods or documents of title pledged as aforesaid, at any time before such goods shall have been sold, upon re-payment of the amount of the lien thereon, or restoration of the securities in respect of which such lien may exist, and upon payment or satisfaction to such agent, if by him required, of any sum of money for or in respect of which such agent would by law be entitled to retain the same goods or documents, or any of them, by way of lien as against such owner, or to prevent the said owner from recovering of and from such person with whom any such goods or documents may have been pledged, or who shall have any such lien thereon as aforesaid, any balance or sum of money remaining in his hands as the produce of the sale of such goods, after deducting the amount of the lien of such person under such contract or agreement as aforesaid: Provided always, that in case of the bankruptcy of any such agent the owner of the goods which shall have been so redeemed by such owner as aforesaid shall, in respect of the sum paid by him on account of such agent for such redemption, be held to have paid such sum for the use of such agent before his bankruptcy, or in case the goods shall not be so redeemed the owner shall be deemed a creditor of such agent for the value of the goods so pledged at the time of the pledge, and shall, if he shall think fit, be entitled in either of such cases to prove for or set off the sum so paid, or the value of such goods, as the case may be.

8. That in construing this act the word "person" shall be taken to designate a body corporate or company as well as an individual; and that words in the singular number shall, when necessary to give effect to the intention of the said act, import also the plural, and vice versa; and words used in the masculine gender shall, when required, be taken to apply to a female as well as a male.

9. That nothing herein contained shall be construed to give validity to or in anywise to affect any contract, agreement, lien, pledge, or other act, matter, or thing made or done before the passing of this act.

#### CAP. XL.

An Act for carrying into effect the Treaty between Her Majesty and the Argentine Confederation for the Abolition of the Slave Trade. [30th June, 1842.]

#### CAP. XLI.

An Act for carrying into effect a Convention between her Majesty and the Republic of Hayti for the more effectual Suppression of the Slave Trade. [30th June, 1842.]

#### CAP. XLII.

An Act for better and more effectually carrying into effect Treaties and Conventions with Foreign States for suppressing the Slave Trade. [30th June, 1842.]

#### CAP. XLIII.

An Act to confirm certain Proceedings which may have been had after the passing of the Act intituled "An Act to define the Jurisdiction of Justices in General and Quarter Sessions of the Peace." [1st July, 1842.]

Whereas an act was passed in the 5 & 6 Vict. [c. 83.] intituled "An Act to define the Jurisdiction of Justices in General

and Quarter Sessions of the Peace," whereby the justices act in and for any county, riding, division, or liberty, and the recorder of any borough, are restrained from trying persons charged with certain offences in the said act mentioned: And whereas sessions of the peace may have been holden and trial had of persons charged with some of the offences mentioned in the said act before the justices at any such session, or the recorder, shall have had notice of the said act having received the royal assent: Be it therefore enacted, &c., That any trial which may have been had of any person for any offence mentioned in the said act at any session of the peace after the passing of the said act, or which may be had before the 15th July, in the present year, and all proceedings relative to any such trial and consequent thereon, shall be as good, valid, and effectual in law to all intents and purposes as if the said act had not been passed; any thing in the said act to the contrary notwithstanding.

#### CAP. XLIV.

An Act for the Transfer of Licences and Regulation of Public Houses. [1st July, 1842.]

#### CAP. XLV.

An Act to amend the Law of Copyright. [1st July, 1842.]

Whereas it is expedient to amend the law relating to copy right, and to afford greater encouragement to the production of literary works of lasting benefit to the world: Be it enacted &c., That from the passing of this act an act passed in the 1 Anne, [c. 19.] intituled "An Act for the Encouragement of Learning, by vesting the Copies of printed Books in the Authors or Purchasers of such Copies during the Times therein mentioned;" and also an act passed in the 41 Geo. 3. [c. 107], intituled "An Act for the further Encouragement of Learning in the United Kingdom of Great Britain and Ireland, by securing the Copies and Copyright of printed Books to the Authors of such Books or their Assigns, for the Time therein mentioned;" and also an act passed in the 54 Geo. 3. [c. 156.] intituled "An Act to amend the several Acts for the Encouragement of Learning, by securing the Copies and Copyright of printed Books to the Authors of such Books, or their Assigns," be and the same are hereby repealed, except so far as the continuance of either of them may be necessary for carrying on or giving effect to any proceedings at law or in equity pending at the time of passing this act, or for enforcing any cause of action or suit, or any right of contract, then subsisting.

2. That in the construction of this act the word "book" shall be construed to mean and include every volume, part or division of a volume, pamphlet, sheet of letter-press, sheet of music, map, chart, or plan separately published; that the words "dramatic piece" shall be construed to mean and include every tragedy, comedy, play, opera, farce, or other scenic, musical, or dramatic entertainment; that the word "copyright" shall be construed to mean the sole and exclusive liberty of printing or otherwise multiplying copies of any subject to which the said word is herein applied; that the words "personal representative" shall be construed to mean and include every executor, administrator, and next of kin entitled to administration; that the word "assigns" shall be construed to mean and include every person in whom the interest of an author in copyright shall be vested, whether derived from such author before or after the publication of any book, and whether acquired by sale, gift, bequest, or by operation of law, or otherwise; that the words "British dominions" shall be construed to mean and include all parts of the United Kingdom of Great Britain and Ireland, the Islands of Jersey and Guernsey, all parts of the East and West Indies, and all the colonies, settlements, and possessions of the crown which now are or hereafter may be acquired; and that whenever in this act, in describing any person, matter, or thing, the word importing the singular number or the masculine gender only is used, the same shall be understood to include and to be applied to several persons as well as one person, and females as well as males, and several matters or things as well as one matter or thing, respectively, unless there shall be something in the subject or context repugnant to such construction.

3. That the copyright in every book which shall after the passing of this act be published in the lifetime of its author shall endure for the natural life of such author, and for the further term of seven years, commencing at the time of his death, and shall be the property of such author and his assigns: Provided always, that if the said term of seven years shall expire before the end of forty-two years from the first publication

of such book, the copyright shall in that case endure for such period of forty-two years; and that the copyright in every book which shall be published after the death of its author shall endure for the term of forty-two years from the first publication thereof, and shall be the property of the proprietor of the author's manuscript from which such book shall be first published, and his assigns.

4. And whereas it is just to extend the benefits of this act to authors of books published before the passing thereof, and in which copyright still subsists; be it enacted, That the copyright which at the time of passing this act shall subsist in any book theretofore published (except as hereinafter mentioned) shall be extended and endure for the full term provided by this act in cases of books thereafter published, and shall be the property of the person who at the time of passing of this act shall be the proprietor of such copyright: Provided always, that in all cases in which such copyright shall belong in whole or in part to a publisher or other person who shall have acquired it for other consideration than that of natural love and affection, such copyright shall not be extended by this act, but shall endure for the term which shall subsist therein at the time of passing of this act, and no longer, unless the author of such book, if he shall be living, or the personal representative of such author, if he shall be dead, and the proprietor of such copyright, shall, before the expiration of such term, consent and agree to accept the benefits of this act in respect of such book, and shall cause a minute of such consent in the form in that behalf given in the schedule to this act annexed to be entered in the book of registry hereinafter directed to be kept, in which case such copyright shall endure for the full term by this act provided in cases of books to be published after the passing of this act, and shall be the property of such person or persons as in such minute shall be expressed.

5. And whereas it is expedient to provide against the suppression of books of importance to the public; be it enacted, That it shall be lawful for the judicial committee of her Majesty's Privy Council, on complaint made to them that the proprietor of the copyright in any book after the death of its author has refused to republish or to allow the republication of the same, and that by reason of such refusal such book may be withheld from the public, to grant a license to such complainant to publish such book, in such manner and subject to such conditions as they may think fit, and that it shall be lawful for such complainant to publish such book according to such license.

6. That a printed copy of the whole of every book which shall be published after the passing of this act, together with all maps, prints, or other engravings belonging thereto, finished and coloured in the same manner as the best copies of the same shall be published, and also of any second or subsequent edition which shall be so published with any additions or alterations, whether the same shall be in letter press, or in the maps, prints, or other engravings belonging thereto, and whether the first edition of such book shall have been published before or after the passing of this act, and also of any second or subsequent edition of every book of which the first or some preceding edition shall not have been delivered for the use of the British Museum, bound, sewed, or stitched together, and upon the best paper on which the same shall be printed, shall, within one calendar month after the day on which any such book shall first be sold, published, or offered for sale within the bills of mortality, or within three calendar months if the same shall first be sold, published, or offered for sale in any other part of the United Kingdom, or within twelve calendar months after the same shall first be sold, published, or offered for sale in any other part of the British dominions, be delivered, on behalf of the publisher thereof, at the British Museum.

7. That every copy of any book which under the provisions of this act ought to be delivered as aforesaid, shall be delivered at the British Museum between the hours of ten in the forenoon and four in the afternoon on any day except Sunday, Ash Wednesday, Good Friday, and Christmas Day, to one of the officers of the said Museum, or to some person authorized by the trustees of the said Museum to receive the same, and such officer or other person receiving such copy is hereby required to give a receipt in writing for the same, and such delivery shall to all intents and purposes be deemed to be good and sufficient delivery under the provisions of this act.

8. That a copy of the whole of every book, and of any second or subsequent edition of every book containing additions

and alterations, together with all maps and prints belonging thereto, which after the passing of this act shall be published, shall, on demand thereof in writing, left at the place of abode of the publisher thereof at any time within twelve months next after the publication thereof, under the hand of the officer of the Company of Stationers who shall from time to time be appointed by the said Company for the purposes of this act, or under the hand of any other person thereto authorized by the persons or bodies politic and corporate, proprietors and managers of the libraries following, (videlicet, the Bodleian Library at Oxford, the Public Library at Cambridge, the Library of the Faculty of Advocates at Edinburgh, the Library of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin, be delivered, upon the paper of which the largest number of copies of such book or edition shall be printed for sale, in the like condition as the copies prepared for sale by the publisher thereof respectively, within one month after demand made thereof in writing as aforesaid, to the said officer of the said Company of Stationers for the time being, which copies the said officer shall and he is hereby required to receive at the hall of the said Company, for the use of the library for which such demand shall be made within such twelve months as aforesaid; and the said officer is hereby required to give a receipt in writing for the same, and within one month after any such book shall be so delivered to him as aforesaid to deliver the same for the use of such library.

9. That if any publisher shall be desirous of delivering the copy of such book as shall be demanded on behalf of any of the said libraries at such library, it shall be lawful for him to deliver the same at such library, free of expense, to such librarian or other person authorized to receive the same (who is hereby required in such case to receive and give a receipt in writing for the same), and such delivery shall to all intents and purposes of this act be held as equivalent to a delivery to the said officer of the Stationers Company.

10. That if any publisher of any such book, or of any second or subsequent edition of any such book, shall neglect to deliver the same, pursuant to this act, he shall for every such default forfeit, besides the value of such copy of such book or edition which he ought to have delivered, a sum not exceeding five pounds, to be recovered by the librarian or other officer (properly authorized) of the library for the use whereof such copy should have been delivered, in a summary way, on conviction before two justices of the peace for the county or place where the publisher making default shall reside, or by action of debt or other proceeding of the like nature, at the suit of such librarian or other officer, in any court of record in the United Kingdom, in which action, if the plaintiff shall obtain a verdict, he shall recover his costs reasonably incurred, to be taxed as between attorney and client.

11. That a book of registry, wherein may be registered, as hereinafter enacted, the proprietorship in the copyright of books, and assignments thereof, and in dramatic and musical pieces, whether in manuscript or otherwise, and licences affecting such copyright, shall be kept at the hall of the Stationers Company, by the officer appointed by the said Company for the purposes of this act, and shall at all convenient times be open to the inspection of any person, on payment of one shilling for every entry which shall be searched for or inspected in the said book; and that such officer shall, whenever thereunto reasonably required, give a copy of any entry in such book, certified under his hand, and impressed with the stamp of the said Company, to be provided by them for that purpose and which they are hereby required to provide, to any person requiring the same, on payment to him of the sum of five shillings; and such copies so certified and impressed shall be received in evidence in all courts, and in all summary proceedings, and shall be *prima facie* proof of the proprietorship or assignment of copyright or licence as therein expressed, but subject to be rebutted by other evidence, and in the case of dramatic or musical pieces shall be *prima facie* proof of the right of representation or performance, subject to be rebutted as aforesaid.

12. That if any person shall wilfully make or cause to be made any false entry in the registry book of the Stationers Company, or shall wilfully produce or cause to be tendered in evidence any paper falsely purporting to be a copy of any entry in the said book, he shall be guilty of an indictable misdemeanor, and shall be punished accordingly.

13. That after the passing of this act it shall be lawful for



the proprietor of copyright in any book heretofore published, or in any book hereafter to be published, to make entry in the registry book of the Stationers Company of the title of such book, the time of the first publication thereof, the name and place of abode of the publisher thereof, and the name and place of abode of the proprietor of the copyright of the said book, or of any portion of such copyright, in the form in that behalf given in the schedule to this act annexed, upon payment of the sum of five shillings to the officer of the said Company; and that it shall be lawful for every such registered proprietor to assign his interest, or any portion of his interest therein, by making entry in the said book of registry of such assignment, and of the name and place of abode of the assignee thereof, in the form given in that behalf in the said schedule, on payment of the like sum; and such assignment so entered shall be effectual in law to all intents and purposes whatsoever, without being subject to any stamp or duty, and shall be of the same force and effect as if such assignment had been made by deed.

14. That if any person shall deem himself aggrieved by any entry made under colour of this act in the said book of registry, it shall be lawful for such person to apply by motion to the Court of Queen's Bench, Court of Common Pleas, or Court of Exchequer, in term time, or to apply by summons to any judge of either of such courts in vacation, for an order that such entry may be expunged or varied; and that upon any such application by motion or summons to either of the said courts, or to a judge as aforesaid, such court or judge shall make such order for expunging, varying, or confirming such entry, either with or without costs, as to such court or judge shall seem just; and the officer appointed by the Stationers Company for the purposes of this act shall, on the production to him of any such order for expunging or varying any such entry, expunge or vary the same according to the requisitions of such order.

15. That if any person shall, in any part of the British dominions, after the passing of this act, print, or cause to be printed, either for sale or exportation, any book in which there shall be subsisting copyright, without the consent in writing of the proprietor thereof, or shall import for sale or hire any such book so having been unlawfully printed from parts beyond the sea, or, knowing such book to have been so unlawfully printed or imported, shall sell, publish, or expose to sale or hire, or cause to be sold, published, or exposed to sale or hire, or shall have in his possession, for sale or hire, any such book so unlawfully printed or imported, without such consent as aforesaid, such offender shall be liable to a special action on the case at the suit of the proprietor of such copyright, to be brought in any court of record in that part of the British dominions in which the offence shall be committed: Provided always, that in Scotland such offender shall be liable to an action in the court of session in Scotland, which shall and may be brought and prosecuted in the same manner in which any other action of damages to the like amount may be brought and prosecuted there.

16. That after the passing of this act, in any action brought within the British dominions against any person for printing any such book for sale, hire, or exportation, or for importing, selling, publishing, or exposing to sale or hire, or causing to be imported, sold, published, or exposed to sale or hire, any such book, the defendant, on pleading thereto, shall give to the plaintiff a notice in writing of any objections on which he means to rely on the trial of such action; and if the nature of his defence be, that the plaintiff in such action was not the author or first publisher of the book in which he shall by such action claim copyright, or is not the proprietor of the copyright therein, or that some other person than the plaintiff was the author or first publisher of such book, or is the proprietor of the copyright therein, then the defendant shall specify in such notice the name of the person who he alleges to have been the author or first publisher of such book, or the proprietor of the copyright therein, together with the title of such book, and the time when and the place where such book was first published, otherwise the defendant in such action shall not at the trial or hearing of such action be allowed to give any evidence that the plaintiff in such action was not the author or first publisher of the book in which he claims such copyright as aforesaid, or that he was not the proprietor of the copyright therein; and at such trial or hearing no other objection shall be allowed to be made on behalf of such defendant than the objections stated in such notice, or that any other person was the author or first publisher of such book, or the proprietor of the copyright therein, than the person specified in such notice, or give in evi-

dence in support of his defence any other book than one substantially corresponding in title, time, and place of publication with the title, time, and place specified in such notice.

17. That after the passing of this act it shall not be lawful for any person, not being the proprietor of the copyright, or some person authorized by him, to import into any part of the United Kingdom, or into any other part of the British dominions, for sale or hire, any printed book first composed or written or printed and published in any part of the said United Kingdom, wherein there shall be copyright, and reprinted in any country or place whatsoever out of the British dominions; and if any person, not being such proprietor or person authorized as aforesaid, shall import or bring, or cause to be imported or brought, for sale or hire, any such printed book into any part of the British dominions, contrary to the true intent and meaning of this act, or shall knowingly sell, publish, or expose to sale or let to hire, or have in his possession for sale or hire, any such book, then every such book shall be forfeited, and shall be seized by any officer of customs or excise, and the same shall be destroyed by such officer; and every person so offending, being duly convicted thereof before two justices of the peace for the county or place in which such book shall be found, shall also for every such offence forfeit the sum of 10*l.*, and double the value of every copy of such book which he shall so import or cause to be imported into any part of the British dominions, or shall knowingly sell, publish, or expose to sale or let to hire, or shall cause to be sold, published, or exposed to sale or let to hire, or shall have in his possession for sale or hire, contrary to the true intent and meaning of this act, 5*l.* to the use of such officer of customs or excise, and the remainder of the penalty to the use of the proprietor of the copyright in such book.

18. That when any publisher or other person shall, before or at the time of the passing of this act, have projected, conducted, and carried on, or shall hereafter project, conduct, and carry on, or be the proprietor of any encyclopædia, review, magazine, periodical work, or work published in a series of books or parts, or any book whatsoever, and shall have employed or shall employ any persons to compose the same, or any volumes, parts, essays, articles, or portions thereof, for publication in or as part of the same, and such work, volumes, parts, essays, articles, or portions shall have been or shall hereafter be composed under such employment, on the terms that the copyright therein shall belong to such proprietor, projector, publisher, or conductor, and paid for by such proprietor, projector, publisher, or conductor, the copyright in every such encyclopædia, review, magazine, periodical work, and work published in a series of books or parts, and in every volume, part, essay, article, and portion so composed and paid for, shall be the property of such proprietor, projector, publisher, or other conductor, who shall enjoy the same rights as if he were the actual author thereof, and shall have such term of copyright therein as is given to the authors of books by this act; except only that in the case of essays, articles, or portions forming part of and first published in reviews, magazines, or other periodical works of a like nature, after the term of twenty-eight years from the first publication thereof respectively, the right of publishing the same in a separate form shall revert to the author for the remainder of the term given by this act: Provided always, that during the term of twenty-eight years the said proprietor, projector, publisher, or conductor shall not publish any such essay, article, or portion separately or singly without the consent previously obtained of the author thereof, or his assigns: Provided also, that nothing herein contained shall alter or affect the right of any person who shall have been or who shall be so employed as aforesaid to publish any such his composition in a separate form, who by any contract, express or implied, may have reserved or may hereafter reserve to himself such right; but every author reserving, retaining, or having such right shall be entitled to the copyright in such composition when published in a separate form, according to this act, without prejudice to the right of such proprietor, projector, publisher, or conductor as aforesaid.

19. That the proprietor of the copyright in any encyclopædia, review, magazine, periodical work, or other work published in a series of books or parts, shall be entitled to all the benefits of the registration at Stationers Hall under this act, on entering in the said book of registry the title of such encyclopædia, review, periodical work, or other work published in a series of books or parts, the time of the first publication of the first volume, number, or part thereof, or of the first number or

volume first published after the passing of this act in any such work which shall have been published heretofore, and the name and place of abode of the proprietor thereof, and of the publisher thereof, when such publisher shall not also be the proprietor thereof.

20. And whereas an act was passed in the 3 & 4 Will. 4, [c. 15.] to amend the law relating to dramatic literary property, and it is expedient to extend the term of the sole liberty of representing dramatic pieces given by that act to the full time by this act provided for the continuance of copyright: And whereas it is expedient to extend to musical compositions the benefits of that act, and also of this act; be it therefore enacted, That the provisions of the said act of his late Majesty, and of this act, shall apply to musical compositions, and that the sole liberty of representing or performing, or causing or permitting to be represented or performed, any dramatic piece or musical composition, shall endure and be the property of the author thereof, and his assigns, for the term in this act provided for the duration of copyright in books; and the provisions hereinbefore enacted in respect of the property of such copyright, and of registering the same, shall apply to the liberty of representing or performing any dramatic piece or musical composition, as if the same were herein expressly re-enacted and applied thereto, save and except that the first public representation or performance of any dramatic piece or musical composition shall be deemed equivalent, in the construction of this act, to the first publication of any book: Provided always, that in case of any dramatic piece or musical composition in manuscript, it shall be sufficient for the person having the sole liberty of representing or performing, or causing to be represented or performed the same, to register only the title thereof, the name and place of abode of the author or composer thereof, the name and place of abode of the proprietor thereof, and the time and place of its first representation or performance.

21. That the person who shall at any time have the sole liberty of representing such dramatic piece or musical composition shall have and enjoy the remedies given and provided in the said act of the 3 & 4 Will. 4, [c. 15.] passed to amend the law relating to dramatic literary property, during the whole of his interest therein, as fully as if the same were re-enacted in this act.

22. That no assignment of the copyright of any book consisting of or containing a dramatic piece or musical composition shall be holden to convey to the assignee the right of representing or performing such dramatic piece or musical composition, unless an entry in the said registry-book shall be made of such assignment, wherein shall be expressed the intention of the parties that such right should pass by such assignment.

23. That all copies of any book wherein there shall be copyright, and of which entry shall have been made in the said registry-book, and which shall have been unlawfully printed or imported without the consent of the registered proprietor of such copyright, in writing under his hand first obtained, shall be deemed to be the property of the proprietor of such copyright, and who shall be registered as such, and such registered proprietor shall, after demand thereof in writing, be entitled to sue for and recover the same, or damages for the detention thereof, in an action of detinue, from any party who shall detain the same, or to sue for and recover damages for the conversion thereof in an action of trover.

24. That no proprietor of copyright in any book which shall be first published after the passing of this act shall maintain any action or suit, at law or in equity, or any summary proceeding, in respect of any infringement of such copyright, unless he shall, before commencing such action, suit, or proceeding, have caused an entry to be made, in the book of registry of the Stationers Company, of such book, pursuant to this act: Provided always, that the omission to make such entry shall not affect the copyright in any book, but only the right to sue or proceed in respect of the infringement thereof as aforesaid: Provided also, that nothing herein contained shall prejudice the remedies which the proprietor of the sole liberty of representing any dramatic piece shall have by virtue of the act passed in the 3 & 4 Will. 4, to amend the laws relating to dramatic literary property, or of this act, although no entry shall be made in the book of registry aforesaid.

25. That all copyright shall be deemed personal property, and shall be transmissible by bequest, or, in case of intestacy, shall be subject to the same law of distribution as other per-

sonal property, and in Scotland shall be deemed to be personal and moveable estate.

26. That if any action or suit shall be commenced or brought against any person or persons whomsoever for doing or causing to be done anything in pursuance of this act, the defendant or defendants in such action may plead the general issue, and give the special matter in evidence; and if upon such action a verdict shall be given for the defendant, or the plaintiff shall become nonsuited, or discontinue his action, then the defendant shall have and recover his full costs, for which he shall have the same remedy as a defendant in any case by law made; and that all actions, suits, bills, indictments, or informations for any offence that shall be committed against this act shall be brought, sued, and commenced within twelve calendar months next after such offence committed, or else the same shall be void and of none effect; provided that such limitation of time shall not extend or be construed to extend to any actions, suits, or other proceedings which under the authority of this act shall or may be brought, sued, or commenced for or in respect of any copies of books to be delivered for the use of the British museum, or of any one of the four libraries hereinbefore mentioned.

27. That nothing in this act contained shall affect or alter the rights of the two universities of Oxford and Cambridge, the colleges or houses of learning within the same, the four universities in Scotland, the college of the Holy and Undivided Trinity of Queen Elizabeth near Dublin, and the several colleges of Eton, Westminster, and Winchester, in any copyrights heretofore and now vested or hereafter to be vested in such universities and colleges respectively, anything to the contrary herein contained to the contrary notwithstanding.

28. That nothing in this act contained shall affect, alter, or vary any right subsisting at the time of passing this act, except as herein expressly enacted; and all contracts, agreements, and obligations made and entered into before the passing of this act, and all remedies relating thereto, shall remain in full force, anything herein contained to the contrary notwithstanding.

29. That this act shall extend to the United Kingdom of Great Britain and Ireland, and to every part of the British dominions.

30. That this act may be amended or repealed by any act to be passed in the present session of parliament.

## SCHEDULE TO WHICH THE PRECEDING ACT REFERS.

### No. 1.

#### *Form of Minute of Consent to be entered at Stationers Hall.*

We, the undersigned, A. B. of —, the author of a certain book, intitled Y. Z. [or the personal representative of the author, as the case may be], and C. D. of —, do hereby certify, That we have consented and agreed to accept the benefits of the act passed in the fifth year of the reign of Her Majesty Queen Victoria, cap. —, for the extension of the term of copyright therein provided by the said act, and hereby declare that such extended term of copyright therein is the property of the said A. B. or C. D.

Dated this — day of — 18—.

Witness —. (Signed)

A. B.

To the registering officer appointed by the Stationers Company.

C. D.

### No. 2.

#### *Form of requiring Entry of Proprietorship.*

I A. B. of — do hereby certify, That I am the proprietor of the copyright of a book, intitled Y. Z., and I hereby require you to make entry in the register-book of the Stationers Company of my proprietorship of such copyright, according to the particulars underwritten.

Title of Book.	Name of Publisher and Place of Publication.	Name and Place of Abode of the Proprietor of the Copyright.	Date of First Publication.
Y. Z.		A. B.	

Dated this — day of — 18—.

Witness, C. D.

(Signed)

A. B.

## No. 3.

*Original Entry of Proprietorship of Copyright of a Book.*

<i>Time of making the Entry.</i>	<i>Title of Book.</i>	<i>Name of the Publisher, and Place of Publication.</i>	<i>Name and Place of Abode of the Proprietor of the Copyright.</i>	<i>Date of First Publication.</i>
Y. Z.	.	A. B.	C. D.	

## No. 4.

*Form of Concurrence of the Party assigning in any Book previously registered.*

I A. B. of — being the assigner of the copyright of the book hereunder described, do hereby require you to make entry of the assignment of the copyright therein.

<i>Title of Book.</i>	<i>Assigner of the Copyright.</i>	<i>Assignee of Copyright.</i>
Y. Z.	A. B.	C. D.

Dated this — day of — 18—. (Signed) A. B.

## No. 5.

*Form of Entry of Assignment of Copyright in any Book previously registered.*

<i>Date of Entry.</i>	<i>Title of Book.</i>	<i>Assigner of the Copyright.</i>	<i>Assignee of Copyright.</i>
	[Set out the title of the book, and refer to the page of the registry book in which the original entry of the copyright thereof is made.]	A. B.	C. D.

(To be continued).

**London Gazette.**

TUESDAY, AUGUST 2.

**BANKRUPTS.**

JOHN IVERY, High Wycombe, Buckinghamshire, carpenter and builder, Aug. 11 at half-past 2, and Sept. 13 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Ashley, 9, Shoreditch.—Fiat dated July 19.

HENRY JOHN WATKINSON, Hightown, Birstal, Yorkshire, cardmaker, Aug. 9 and Sept. 13 at 10, George Hotel, Huddersfield: Sols. Higham, Brighouse, near Halifax; Battye & Co., 20, Chancery-lane.—Fiat dated July 18.

CHARLES BINDLEY and FRANCIS COPLAND, Cheap-side, Birmingham, coach makers, dealers in carriages, and livery stablekeepers, Aug. 19 and Sept. 13 at 11, Waterloo-rooms, Birmingham: Sol. Alexander, 6, South-street, Finsbury-square.—Fiat dated July 28.

HENRY HILTON, Over Darwen, Lancashire, bleacher and finisher and coal merchant, August 23 at 3, and Sept. 13 at 11, Commissioners'-rooms, Bolton-le-Moors: Sols. Neville & Co., Blackburn; Milne & Co., Temple.—Fiat dated July 28.

HENRY ROGERS, Dartmouth, Devonshire, wine merchant, Aug. 15 and Sept. 13 at 12, Old London Inn, Exeter: Sols. Geare & Co., Exeter; Michael, 9, Red Lion-sq.—Fiat dated July 5.

THOMAS COLLETT and JOSEPH SMITH, One near Wakefield, Yorkshire, cotton-spinners, August 12: Sept. 13 at 12, Commissioners'-rooms, Leeds: Sols. Harson, Manchester; Adlington & Co., Bedford-row.—Fiat dated July 19.

WILLIAM WARD, Manchester, plumber, glazier, paint brass founder, and gas-fitter, August 22 and Sept. 13 at 1: Commissioners'-rooms, Manchester: Sols. Hadfield, Manchester; Johnson & Co., 7, King's Bench-walk, Temple. Fiat dated July 28.

**MEETINGS.**

Henry Clark, Fleet-street, brush manufacturer, Aug. 13 half-past 2, Court of Bankruptcy, pr. d.—Wm. Harper, Cooper's-court, Cornhill, merchant, Aug. 13 at 2, Court of Bankruptcy, last ex.—G. Ford, Brighton, coal merchant, Aug. at 1, Town-hall, Brighton, last ex.—Thos. Turpin, Wivenhoe, Essex, innkeeper, Aug. 19 at 11, Waggon and Horses in Colchester, last ex.—Alfred Bayley, Louthbury, and Cumbland-terrace, Lloyd-square, Pentonville, stock-broker, Aug. 22 at half-past 11, Court of Bankruptcy, and. ac.—Steph. Hobday, Woolwich, Kent, tallow-chandler, Aug. 23 at half-past 11, Court of Bankruptcy, and. ac.—Peter Pyne, Crook lane chambers, provision-broker, Aug. 25 at 1, Court of Bankruptcy, and. ac.—Wm. B. Byng, Old Windsor, Berkshire and Saffron Walden, Essex, engineer, Aug. 22 at 1, Court of Bankruptcy, and. ac.—John Richards, George-yd., Lombard street, metal broker, August 22 at 12, Court of Bankruptcy, and. ac.—Thos. D. Taylor, St. Andrew, Holborn, British wine dealer, Aug. 25 at 11, Court of Bankruptcy, and. ac. n div.—J. Arker and D. Arthur, Neath, Glamorganshire ironmasters, Aug. 24 at 11, Castle Hotel, Swansea, and. ac.—Henry Davis, Bristol, scrivener, Aug. 24 at 12, Commercial rooms, Bristol, and. ac.—John Darbyshire and Samuel Phipps, Manchester, and Clayton-bridge, Lancashire, and City of London, calico and mousseline-de-laine printers, Aug. 23 at 10 Commissioners'-rooms, Manchester, div.; at 11, and. ac.—Alex. W. Pollock, Liverpool, commission-merchant, Sept. at 1, Clarendon-rooms, Liverpool, and. ac.—Robert Althe Brighton, Sussex, hosier, Sept. 24 at 2, Town-hall, Brighton and. ac.—Chas. Daly, Red Lion-square, bookseller, Aug. 2 at 2, Court of Bankruptcy, div.—Thos. Hill, jun., and W. Brookes, St. Mary-axe, City of London, merchants, Aug. 2 at half-past 1, Court of Bankruptcy, div.—Beaumont Marshall, High Holborn, tallow-melter, August 24 at 2, Court of Bankruptcy, div.—Robt. Jesse Makins, Blandford-st., Manchester-square, grocer, August 24 at 1, Court of Bankruptcy, div.—J. Elliott, Birmingham, carrier, Aug. 25 at 2, Waterloo-rooms, Birmingham, and. ac.; at 3, fin. div.—John Parsons, Pleasley-hill, Mansfield, Nottinghamshire, maltster, Aug. 30 at 11, George the Fourth Inn, Nottingham, and. ac. at 12, div.—Francis Carey, Nottingham, hatter, August 23 at 12, Court of Bankruptcy, and. ac.

**CERTIFICATES TO BE ALLOWED,**

Unless Cause shown to the contrary, on or before Aug. 23. J. A. Webb and D. Webb, Great Marlow, Buckinghamshire, farmers' blacksmiths.—J. Critchley, Liverpool, brick layer.—Wm. Brown, Manchester, cotton manufacturer.—T. Ginger, Leighton Buzzard, Bedfordshire, innkeeper.—Wm. Brookes, St. Mary-axe, merchant.—Henry English, New Broad-st., printer.

**FIAT ANNULLED.**

James Dawson, Huddersfield, Yorkshire, woollen-cloth manufacturer.

**SCOTCH SEQUESTRATIONS.**

John Harley & Co., Glasgow, wholesale warehousemen.—John Gilruth, Dundee, ironmonger.—L. Wilson, Midmill, near Dunfermline, mill spinner.—James Naismith, Hamilton, builder.—Wm. Watson, Cromarty, merchant.—J. Hamilton, Paisley, writer.—Robert Menzies, Weem, Perthshire, merchant.—J. D. Edgar, Castle Douglas, Kirkcudbright, merchant.—Thos. Adamson & Co., Dundee, ship builders.—Alex. Broom, Glasgow, draper.

**INSOLVENT DEBTORS.**

Saturday, July 30, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

W. W. Price, Newport, Monmouthshire, beer retailer, No. 59,842 C.; Benj. Francis, assignee.—George Butler, Sandy-

hill, Pembrey, Carmarthenshire, coal merchant, No. 59,565 C.; David Hughes, assignee.—*Christopher Bariletti*, Ramsgate, Kent, mariner, No. 60,208 C.; John Perkins, assignee.—*Robt. Mittell*, Rye, Sussex, butcher, No. 60,207 C.; S. G. Fryman, assignee.—*John Forester*, Monk Wearmouth Shore, out of business, No. 60,056 C.; Joseph Waugh, assignee.—*Thos. Joseph*, Newport, Menmouthshire, beer retailer, No. 60,031 C.; Benj. Francis, assignee.—*Wm. Jones*, Banky Berwin, near Llandovery, Carmarthenshire, labourer, No. 60,010 C.; John Evans, assignee.—*Wm. Stevens*, Penzance, Cornwall, sub-lieutenant in the corps of Royal Sappers and Miners, on half-pay, No. —; Saml. Sturgis, new assignee, in the room of John Taylor and Andrew Stevens, unwilling to act.—*James Leing*, Bishop Wearmouth, Durham, commission agent, No. 59,313 C.; Thomas Brown, assignee.—*Robt. Cull*, Ramsgate, Kent, cabinet maker, No. 59,467 C.; John Kynaston, assignee.—*Wm. Collins*, Wareham, near Ashford, Kent, labourer, No. 60,113 C.; John Neve, assignee.—*E. Williams*, Swansea, Glamorganshire, publican, No. 60,024 C.; David Rees, assignee.—*Wm. S. Catchpole*, Domes, Great Yarmouth, Norfolk, attorney at law, No. 59,677 C.; Fred. Bare, assignee.—*Horrell John*, Pwllhlyn Robert, Llanidiana, Glamorganshire, farmer, No. 58,940 C.; Wm. Edmond, assignee.—*H. Hart*, Bristol, Somersetshire, railroad contractor, No. 59,605 C.; Henry Whitaker, assignee.—*John Hunt*, Ilford, Essex, servant, No. 57,486 C.; Wm. Rose, assignee.—*W. Bottomley*, Stainland, Halifax, Yorkshire, out of business, No. 59,848 C.; Joshua Dodgson, assignee.—*Joshua Tolson*, Dalham, near Huddersfield, Yorkshire, farmer, No. 59,869 C.; Ebenezer Thornton, assignee.

#### INSOLVENT DEBTOR'S DIVIDEND.

*James Clift*, Maryland Point, Stratford, Essex, farrier, Aug. 5, *Haber's*, 17, Clements's-inn: 20s. in the pound.

FRIDAY, AUGUST 5.

#### DECLARATION OF INSOLVENCY.

**WILLIAM FREEMAN**, Acton-street, Bagnigge-wells-road, builder.

#### BANKRUPTS.

**THOMAS ARMSTRONG**, Conduit-st., Paddington, merchant, August 12 at 12, and Sept. 16 at 2, Court of Bankruptcy: Off. Ass. Belcher; Sol. Wadson, 11, Austin-friars.—Fiat dated July 26.

**ROBERT ROLLO**, Durham-street, Vauxhall-road, Surrey, merchant, Aug. 16 at 1, and Sept. 16 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Millard, 19, Tokenhouse-yard, Lothbury.—Fiat dated August 2.

**STEPHEN KNIGHT**, Mount Pleasant Farm, West Hoathley, Sussex, cattle dealer, Aug. 16 at half-past 11, and Sept. 16 at 12, Court of Bankruptcy: Off. Ass. Edwards; Sols. Bart, East Grinstead, Sussex; Palmer, Mitre-court-chambers, Temple.—Fiat dated July 28.

**ROBERT LYON**, High Holborn, cabinet-maker and carpet dealer, Aug. 16 at half-past 1, and Sept. 16 at 1, Court of Bankruptcy: Off. Ass. Edwards; Sols. Brinton, Kidderminster: Dangersfield, Suffolk-street, Pall-mall East.—Fiat dated July 28.

**JOHN EARLY, jun.**, West End in Hailey, and Witney, Oxfordshire, girth web manufacturer, Aug. 8 and Sept. 16 at 12, Mitre Inn, Oxford; Sol. Close, 1, Furnival's Inn, Holborn.—Fiat dated July 25.

**JOHN M'GAHEY**, Liverpool, printer, August 15 and Sept. 16 at 1, Clarendon-rooms, Liverpool: Sols. Clementson, Liverpool; Addison, 8, Mecklenburgh-square.—Fiat dated July 30.

**JOHN HADDOCK**, Warrington, Lancashire, bookseller, Aug. 19 and Sept. 16 at 1, Clarendon-rooms, Liverpool: Sols. Beaumont & Urmsom, Warrington.—Fiat dated July 30.

**ROBERT LOOSEMORE**, Tiverton, Devonshire, scrivener, Aug. 18 and Sept. 16 at 12, Half-Moon Inn, Exeter: Sol. Moore, Exeter.—Fiat dated July 25.

#### MEETINGS.

*Ellis J. Troughton*, St. Michael's-alley, Cornhill, merchant, Aug. 16 at 12, Court of Bankruptcy, pr. d.—*Thos. Lingham*, Cross-lane, St. Mary-at-Hill, wine merchant, Aug. 15 at half-past 1, Court of Bankruptcy, pr. d.—*J. Fletcher*, Haslingden, Lancashire, hardware dealer, Aug. 23 at 1, Swan Inn, Bolton-

le-Moors, last ex.—*Jas. Nutter*, Cambridge, miller, Aug. 30 at 10, Eagle Inn, Cambridge, last ex.—*Dev. Whalley*, Cirencester, Gloucestershire, scrivener, Aug. 12 at 10, King's Head Inn, Cirencester, last ex.—*Wm. H. Smith*, Manchester, hop merchant, Aug. 8 at 11, Star and Garter Inn, Worcester, last ex.—*Elisha Oldham* and *Thos. Oldham*, Chalford, Gloucestershire, and Cheltenham, builders, Aug. 30 at 11, George Hotel, Stroud, last ex.—*Chas. Homer*, son, Dudley, Worcestershire, wine merchant, Aug. 10 at 12, Waterloo-rooms, Birmingham, last ex.—*Thos. Gidden*, Farrington, Berkshire, licensed victualler, Aug. 30 at 10, Bell Inn, Swindon, div.; at 11, last ex.—*Wm. Ward*, Blackfriars-road, Surrey, draper, Aug. 29 at 12, Court of Bankruptcy, and. ac. and div.—*Charles Gerrard English*, York-place, Vauxhall-bridge-road, Pimlico, Aug. 29 at half-past 12, Court of Bankruptcy, and. ac.—*Jos. Hands* and *Eliz. Gill*, Coventry, ribbon manufacturers, Aug. 29 at 11, Court of Bankruptcy, and. ac. and div.—*George Henley*, Pall-mall, and Savoy-st., Strand, auctioneer, Aug. 29 at 1, Court of Bankruptcy, and. ac.—*W. C. Buchanan*, Dursley, Gloucestershire, money scrivener, Aug. 24 at 10, Old Bell Inn, Dursley, last ex.; Aug. 29 at 10, and. ac.; at 11, div.—*Wm. N. Procter*, Manchester, cotton dealer and spinner, and *Phil. S. Hyatt*, near Stone, Staffordshire, farmer, Aug. 27 at 10, Commissioners'-rooms, Manchester, div.; at 11, and. ac. sep. est. of *Wm. Nelson Procter*.—*Hugh H. Downman*, Kidwelly, Carmarthenshire, tin plate manufacturer, Aug. 31 at 11, Ivy Bush Hotel, Carmarthen, and. ac.; at 12, first and fin. div.—*Samuel Gillott*, jun., Sheffield, Yorkshire, hatter, Aug. 31 at 2, Town-hall, Sheffield, and. ac.—*David Bidmead*, Broad-st., Cheapside, warehouseman, Aug. 27 at 12, Court of Bankruptcy, div.—*Edward Halliley*, Leeds, cloth manufacturer, Sept. 3 at 2, Commissioners'-rooms, Leeds, and. ac.; at 3, first and fin. div.—*Thos. Gales*, *W. J. Guest*, *J. F. Naisby*, and *M. Kirtley*, Hylton, Durham, ship builders, Aug. 29 at 11, Bridge Hotel, Bishop Wearmouth, and. ac.; at 12, div.; at 1, and. ac.; at 2, div. sep. est. *T. Gales*.—*Seth Pitercroft*, Liverpool, ironmonger, Aug. 29 at 12, Clarendon-rooms, Liverpool, and. ac.; at 1, div.—*Robt. Watson*, Colne, Lancashire, manufacturer of pieces, Sept. 2 at 12, King's Head Inn, Colne, pr. d. and aud. ac.; at 1, div.—*Joseph Dwyer*, Sheffield, Yorkshire, draper, Aug. 29 at 12, Town-hall, Sheffield, and. ac.; at 1, div.—*Thos. Swallow*, Manchester, corn factor, Aug. 27 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, and. ac. and div.—*C. Potts*, *A. Potts*, and *John Potts*, Monk Wearmouth Shore, Durham, ship builders, Aug. 29 at 1, Bridge Hotel, Bishop Wearmouth, and. ac.; at 2, div.—*James Hill*, Wisbeach St. Peter's, Isle of Ely, Cambridgeshire, and *Thos. Hill*, Peterborough, Northamptonshire, merchants, Aug. 20 at 12, Standwell's Hotel, Stamford, and. ac.; at 1, div.—*Wm. Berrett*, Haselbury Plucknett, Somersetshire, girth web manufacturer, Aug. 30 at 12, Bull Inn, Bridport, and. ac.; at 2, fin. div.—*John Hayward*, Milverton, Warwickshire, miller, Aug. 29 at 12, Lansdowne Hotel, Leamington Priors, and. ac.; at 1, div.—*Henry Wickens* and *J. G. Migault*, Liverpool, merchants, Aug. 30 at 12, Clarendon-rooms, Liverpool, pr. d. and aud. ac.; at 1, fin. div.—*Henry Davis*, Bristol, scrivener, Aug. 26 at 12, Commercial-rooms, Bristol, third div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Aug. 26.*

*James Willson*, Liverpool, wine merchant.—*Rich. Cochrill*, Kirtou, Lindsey, Lincolnshire, grocer.—*N. M'Leod* and *C. B. Yarrow*, Liverpool, ship brokers.—*W. R. Webb*, Knightsbridge-terrace, Knightsbridge, wine merchant.

#### FIAT ANNULLED.

*William Webb*, Northampton-terrace, York-st., City-road, watch maker.

#### SCOTCH SEQUESTRATIONS.

*Geo. Thomson*, Dundee, merchant.—*N. Stewart*, Edinburgh, cabinet maker.—*John Scotland*, Glasgow, mason.—*J. Graham* and *R. Mailer*, South Bridgend of Crieff, millers.—*James Chapman*, Limekilns, Dunfermline, wright.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*Samuel Bettison Holmes*, of Kingston-upon-Hull; *Aurelius Henry Wilmet Drewe*, of Ventnor, Isle of Wight; *William Docker*, of Birmingham.

## IMPROVEMENTS IN THE PRACTICE OF LIFE ASSURANCE.

To Attorneys and Solicitors.

55, Chancery-lane, 9th April, 1842.

FOR the convenience of persons in the Western and Central Districts of London, and particularly of Gentlemen connected with the Law, THE LONDON, EDINBURGH, AND DUBLIN LIFE ASSURANCE COMPANY have opened a Branch Office at 55, Chancery-lane, where Prospectuses, Forms of Proposals, and every other information connected with the business of the Company, may be procured; and where Examinations of Parties whose Lives are proposed for Assurance may be taken and Policies effected, as at the *Chief Office of the Company, in Charlotte-row, Mansion-house.*

Your attention is solicited to some of the *distinguishing* features of this Company, which have been introduced after mature deliberation, and which will be most conveniently pointed out by referring to Policies, as *Money Transaction and Family Provision Policies.*

**MONEY TRANSACTION POLICIES.**—Your professional experience and acquaintance with the records of the Court of Law and Equity, must have convinced you that considerable changes were required in the practice and rules of Life Office to render this class of Policies valid and unimpeachable documents of security, which no unforeseen circumstances or future accidents could invalidate. This Company has endeavoured, and they think successfully, to render their Policies as indefeasible and negotiable securities as is possible, consistently with a due regard to the safety of the contracting parties; and to effect the object the Company has introduced the following clause into their Deed of Settlement:—

**CLAUSE 78.**—"That every Policy issued by the Company shall be indefeasible and indisputable, and the fact of the issue of the same shall be conclusive evidence of its validity; and it shall not be lawful for the Company to delay payment of the money assured thereby, on the ground of any error, mistake or omission, however important, made by or on the part of the person or persons effecting the same; and that, on the contrary, the amount receivable under the same shall be paid at the time stipulated by the Policy, to the person entitled thereto, as if no such error, mistake or omission had been made or discovered, unless the Policy shall have been obtained by fraudulent misrepresentation."

**FAMILY PROVISION POLICIES.**—In the well-founded belief that Life Assurance business is profitable, persons making provisions for their families, and contemplating a long duration of time between the date of the Policy and the claim to arise under it, generally prefer Assurances which may carry with them a right to participate in the profits to be realized by the Company during the currency of their Policies. By the Deed of Constitution of this Company, the participating Assured are entitled to the **WHOLE OF THE MUTUAL PROFITS**, as if they had been Assured in a purely Mutual Society; and they have, at the same time, the security not only of the Funds of the Company, arising from the accumulated premiums, but also the proprietary funds and subscribed Capital of the Company. To the Shareholders are allotted only those profits which are realized by the investment of their own paid capital, and from the excess of the premiums derived from the Non-participating Assurances. This mode of Division of Profits is peculiar to this Company.

In order to provide against the defeat of a Policy in the hands of a CREDITOR, by the DEBTOR, whose Life is assured, leaving the country, and going beyond the prescribed limits, the Company grant **WHOLE WORLD POLICIES**, whereby, on condition of receiving an extra premium, varying in amount according to the circumstances of the case, but fixed and determined at the time of issuing the Policy, the debtor, on whose Life an Assurance has been effected, is entitled to go to or reside in any part of the world, without invalidating the Assurance.

To enable a party to effect an Assurance at the **LEAST POSSIBLE EXPENSE**, and to entitle him to discontinue it at a less sacrifice than by any other plan, a seven years' *Half-premium system* has been introduced; and, upon comparing the following scale with any other which has been devised for reducing present payments, it will be seen how much more economically a loan transaction can be fortified by this kind of Policy than by any other. The Half-premium system possesses a further advantage over temporary Assurances, or those for a Term of Years, from the Assured having the option of continuing for Life the Policy which he may have procured for a mere temporary purpose.

HALF PREMIUM CREDIT TABLE.

Age 15.	Age 20.	Age 25.	Age 30.	Age 40.	Age 45.	Age 50.	Age 54.
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
0 16 1	0 18 0	1 0 7	1 3 7	1 11 5	1 16 6	2 3 9	2 12 5

THE COMMISSION allowed to Attorneys is 10l. per cent. upon the first, and 5l. per cent. upon all future premiums; and the Commission continues to be payable to the Attorney, who completed the Assurance with the Company, although the future premiums may be paid by others.

The usual weekly Board day is Thursday, but Policies may be obtained any day betwixt the hours of 10 and 5.

ALEXANDER ROBERTSON, MANAGER.

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**LAW PARTNERSHIP WANTED.**—A Gentleman who has been nine years in the Profession, is desirous of negotiating a PARTNERSHIP in an Old Established office of respectability in the country. References as to respectability will, of course, be given. Address A. H., Mr. Sweet's, 3, Chancery-lane.

**EQUITABLE REVERSIONARY INTEREST SOCIETY**, 10, Lancaster-place, Strand.—Persons desirous of DISPOSING of REVERSIONARY PROPERTY, Life-interests, Annuities, and Life-policies of Assurance, may do so at this office, to any extent, and for their full value, without encountering the delay, expense, and uncertainty of an auction. Forms of proposal may be obtained at the office as above, and of Mr. Peter Hardy, the Actuary, 37, Old Jewry; and every facility will be given by the Society to a speedy completion of its purchases. JOHN CLAYTON, Sec.

**WANTED** in an Office in a Market-town, in the West Riding of Yorkshire, a CLERK conversant with Magisterial Business transacted in Petty Sessions, and especially with the Poor Law. A good Salary will be given; and Testimonials required. Apply to F. A. G., Jurist Office, London.

This day is published, Price 1s. 6d. stitched, **REMARKS on the LAWS relating to ATTEMPTS AGAINST the PERSON of the SOVEREIGN**, including the New Statute for the better security of Her Majesty's Person. By GEORGE R. RICKARDS, Esq., M.A., of the Inner Temple, Barrister at Law.

S. Sweet, Chancery-lane, James Ridgeway, 169, Piccadilly.

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# The Jurist

No. 292.

LONDON, AUGUST 13, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

House of Lords .....	E. T. HOOD, Esq. of the Inner Temple, Barrister at Law.	Court of Queen's Bench	E. KEMPSON, Esq. of the Middle Temple; and G. J. P. SMITH, Esq. of the Inner Temple, Barristers at Law.
Privy Council .....	TENISON EDWARDS, Esq. of the Inner Temple, Barrister at Law.	Queen's Bench Bail Court	A. V. KIRWAN, Esq. of Gray's Inn, Barrister at Law.
House of Commons Election Committees .....	A. V. KIRWAN, Esq. of Gray's Inn, Barrister at Law.	Court of Common Pleas	J. R. MARSHMAN, Esq. of Lincoln's Inn, Barrister at Law.
The Lord Chancellor's Court .....	E. T. HOOD, Esq. of the Inner Temple, Barrister at Law.	Court of Exchequer ....	W. M. BEST, Esq. of Gray's Inn, Barrister at Law.
Master of the Rolls Court	G. Y. ROBSON, Esq. of the Inner Temple, Barrister at Law.	Ecclesiastical and Admiralty Courts .....	ROBERT PHILLIMORE, Advocate in Doctors' Commons.
Vice-Chancellor of England's Court .....	TENISON EDWARDS, Esq. of the Inner Temple, Barrister at Law.	Court of Review .....	F. FISHER, Esq. of Lincoln's Inn, Barrister at Law.
Vice-Chancellor Knight Bruce's Court .....	W. W. COOPER, Esq. of the Inner Temple, Barrister at Law.		
Vice-Chancellor Wigram's Court .....	E. J. BAVIS, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, AUGUST 13, 1842.

THE County Courts Bill was last week ordered by the House of Commons to be printed with some additional clauses; and although it has since been withdrawn (see our Parliamentary summary), yet, as it has only been so for the purpose of affording time for it to be considered during the recess, and as it is a measure which greatly affects the profession, we lose no time in calling attention to its provisions, in doing which it will be most convenient to follow the order of the clauses.

All pleas of personal actions, where the debt or damage claimed is not more than 20*l.*, except where the title to any corporeal or incorporeal hereditament, or any toll, fair, market, or franchise, is in question, or actions relating to wills or settlements, may be brought in the County Court without writ, wherever the cause of action may have arisen. Besides this, parties may, if they think fit, agree to try before the Judge of the Court actions of the above nature, or in which the sum sought to be recovered exceeds 20*l.* What use will be made of this power cannot be easily anticipated, but we think it probable that few will avail themselves of it. It is in fact a species of arbitration, and many of our readers must know how difficult it is to persuade litigant parties to agree to such a mode of deciding their disputes. It, however, removes one great difficulty, the choice of the arbitrator, and perhaps may therefore be favourably regarded. And even if it be not so, as it has nothing compulsory about it, it cannot do harm, and will at the most only fall into disuse.

With respect to the persons before whom the Courts are to be holden, the bill provides, that where the debt or damage claimed is not more than 5*l.*, the action is to be heard before one of the county clerks, who are to be appointed for each county by the Lord Chancellor, and to be barristers or attorneys who have practised as such

for seven years. Actions for more than 5*l.* are to be heard before the Judges of the County Courts, twelve of whom are to be appointed by the Lord Chancellor, and they must be serjeants or barristers of seven years' standing, or have practised for three years as special pleaders, and as barristers for four. These judges are to make circuits, one being assigned to each circuit, and there being at least six circuits in the year. The 13th section of the Bill provides, that the Judges of the County Courts shall not practise as barristers within their circuits; but there is no clause to prevent barristers and attorneys being county clerks from practising. We do not understand why this distinction should be made. It is true they are only to adjudicate upon the minor cases; but the reason would seem to apply as much to the one Judge as to the other. Perhaps it is not intended to remunerate them sufficiently to justify the expectation that they would give up the exercise of their profession. Upon this we cannot at present form an opinion, as the salaries are left in blank. But to proceed to that part of the Bill which relates to the proceedings of these Courts.

The commencement is by entering with the clerk of the Court a plaint in writing, whereupon a summons is issued. The cause of action need not have arisen, nor need the plaintiff reside within the district; but the defendant must be dwelling or carrying on his business there, or have done so within the previous six calendar months. To prevent, however, the injustice which might ensue from compelling a person to sue another in the district of the latter, when the former and the witnesses resided at a distance, another clause provides that where the plaintiff dwells more than twenty miles from the defendant, or where the cause of action did not arise wholly or in some material point within the jurisdiction of the Court within which the defendant dwells, the Courts at Westminster shall have concurrent jurisdic-



diction. All actions for less than 5*l*. are to be determined by the judge alone; where the demand exceeds that sum, either party may require a jury. But our readers must not suppose that, when the term jury is used, the well-known mode of trial peculiar to this country, and of which Englishmen have always been so proud, is meant. It suits not the temper of the present times to conform to the customs of our ancestors. We had occasion some time since, in our remarks upon Lord Cottenham's Bill, to notice that a jury of three persons was in fact no jury at all. The form of swearing three men to give a verdict might indeed be gone through; but the decision would, in the natural course of things, be that of one. And does the present measure meet this objection? It provides that there shall not be less than three nor more than five jurymen, as the judge shall direct, and is open to the same observation. Why has this innovation upon the constitution of a jury been made? It has been the fashion lately to decry this mode of trial, to dwell with malicious emphasis upon the ignorance of jurymen generally, and to ask triumphantly why matters which puzzle the most acute and well-informed minds, should be left to the decision of twelve men, taken by chance, and perhaps never having been in such a situation before? We are aware of all this; but whence, if this tribunal is so inefficient, has arisen the strong attachment that has ever been felt towards it? Experience shews that whatever individual instances there may be of juries giving improper verdicts, justice is, upon the whole, well administered. But how are such objections to a jury removed by diminishing the number of its members? Suppose, as must and does frequently occur, one or two of the jurymen are prejudiced in favour of either party. Amongst twelve men this would be of little importance; the honesty and sense of the rest would prevail. But reduce the number to five, and let three of them decide the matter, and this security is gone. Dishonesty is ever bold and unscrupulous, and the two bad men would have little difficulty in overcoming the scruples of the weakest minded of the other three, and so gain their end. Why use the term jury at all? Will it not content these innovators to throw aside, as it were, with contempt, the time-honoured institution? Must they also steal its name? Perhaps the reason is, that by having a smaller number of jurymen the trial will be made less expensive; and, as the cheapness of the justice, without much regard to any other quality, seems the object, it matters little whether the jury, thus constituted, is a good one or not. This, however, is no reason for allowing a majority to decide. Although it may at first appear unreasonable to require an unanimous opinion, it is more likely to secure a right decision. Instances are not unfrequent of one jurymen being at first opposed to all the others, and afterwards persuading them to coincide with him; and when this happens we may, in most instances, presume that he is right; for it is unlikely that eleven men would be persuaded to violate their consciences; but when the number is smaller, and a majority only is to be gained over, the probability of the one man being right is very much lessened.

To proceed however to the other parts of the bill.

The plaint is the only written pleading, the evidence to be confined to the demand or cause of action state in the summons, and the defendant is not allowed to set off any debt or demand due from the plaintiff, or to set up a defence of the Statute of Limitations, or a discharge under the Bankrupt or Insolvent Acts, without leaving, five days before the hearing, a notice in writing with the clerk of the court, who is to communicate it to the plaintiff. The bill does not say what shall be the form of this notice; but, as the judges of the courts are to have power to frame forms for such proceedings as they shall think necessary, we presume the defendant will have to set out in his notice such particulars of the intended defence as will enable the plaintiff to prepare himself to meet it. Thus, we see, it is impossible altogether to dispense with written pleadings; and the law which requires them is dictated by a wise and just policy.

We pass over some clauses, which relate to the proceedings where either the plaintiff or defendant does not appear, the summoning of witnesses, and the removal of plaints into the Superior Courts, and proceed to that intitled in the margin, "What may be charged by agents." By this clause, the present Bill, like its predecessors, seeks to secure the cheapness of justice by depriving the parties of professional assistance. No barrister, attorney, or other person is to be entitled to appear as an advocate, except by leave of the Court. And even this prohibition is not considered sufficient; but, more effectually to prevent the employment of attorneys, the allowance for remuneration is made so small as to render it improbable that any but the worst of the class will find it worth their while to practise in these Courts. What the consequence will be it is not difficult to foresee. The attorney will take care to remunerate himself; and plaintiffs will have to sacrifice part of the money recovered to pay costs which cannot be obtained from defendants. Cheap justice will thus be given to the debtor at the expense of his creditor.

We may also usefully notice that actions of replevin, where the sum for which the distress is taken does not exceed 20*l*., may be brought in the County Court; and the 97th clause gives to the Judge of the County Court, upon the plaint of the landlord, the same power to deliver possession of tenements let for a less rent than 20*l*. a year, as is given to justices by 1 & 2 Vict. c. 74; with this difference, however, that the words in the latter act, which confine its operation to tenancies at will, or for terms not exceeding seven years, are omitted in the present Bill.

Such are the principal provisions of this measure. Twelve years have elapsed since Lord Brougham first brought forward his Local Courts Bill. During that period various attempts have been made to establish some such system, but without success; and it was reserved for the present Government, some of whose members have, if we mistake not, formerly opposed those attempts, to introduce a Bill with a probability of its becoming part of the law. We had anticipated its doing so; but although it has somewhat unexpectedly not passed this Session, yet, as it appears intended to be, and doubtless will be, again brought forward, our present observations will not be altogether without use.

## POINTS ON THE INCOME-TAX ACT.

It was not likely that an Act, intended to affect every interest in the country, whether depending on property of a fixed character, or on the fluctuating returns of trades and professions, should come from the hands of Parliament with a clause clearly applicable to every imaginable case; and, accordingly, innumerable are already the doubts and queries arising on this important Act. We shall probably from time to time notice a few, as they become subjects of professional or general discussion; and we will now begin with one which nearly interests the younger practisers in all professions, but more particularly the younger members of our profession in both of its branches. We allude to the mode of charging the duty as against that not inconsiderable body of professional aspirants for success, whose labours, though they may produce much intellectual, produce but small pecuniary profit, placing the labourer in the class of those whose professional profits fall short of their professional expenditure. The question is, in such cases, what portions of his professional expenditure a person so situated, having of course some income arising from sources distinct from his profession, is entitled to set off against his receipts, and whether he is in any case entitled to set off such his expenditure against his general income.

The portions of the Act which affect the consideration of this question in certain cases, are some of the subordinate sections of clause 100, relating to schedule D.\* The second case put by the Act (p. 116) under this head relates to the "duty to be charged in respect of the professions, employments, or vocations, not contained in any other schedule of this act." And the duty to be charged on the income arising from such professions is to be computed "at a sum not less than the full amount of the balance of the profits, gains, and emoluments of such professions, employments, or vocations, (after making such deductions and no other as by this Act are allowed), within the preceding year, ending as in the first case, to be paid on the actual amount of such profits or gains, without any deduction," subject to certain provisions as to average, which do not affect the point under consideration. The guide as to estimating what constitutes the balance of profits is to be found in the first rule (under sect. 100) applying to the two classes of cases contemplated by that section, viz. trades and professional employments. (See p. 117). That rule is in the following words:—"In estimating the balance of the profits or gains to be charged according to either of the first or second classes, no sum shall be set against or deducted from, or allowed to be set against or deducted from, such profits or gains, for any disbursements or expenses whatever, not being money wholly and exclusively laid out or expended for the purposes of such trade, manufacture, adventure, or concern, or of such profession, employment, or vocation; nor for any disbursements or expenses of maintenance of the parties, their families, or establishments; nor for the rent or value of any dwelling-house or domestic offices, or any part of such

dwelling-house or domestic offices, except such part thereof as may be used for the purposes of such trade or concern, not exceeding the proportion of the said rent or value hereinafter mentioned; nor for any sum expended in any other domestic or private purposes distinct from the purposes of such trade, manufacture, adventure, or concern, or of such profession, employment, or vocation." The proportion of the rent of any dwelling-house, partly used for dwelling and partly for the purposes of a profession, which is alluded to in the rule just cited, is stated in sect. 101, (p. 123), which enacts, "that nothing herein contained shall be construed to restrain any person carrying on, either solely or in partnership, two or more distinct trades, manufactures, or concerns in the nature of trade, the profits whereof are chargeable under the rules of schedule D., from deducting or setting against the profits acquired in one or more of the said concerns the excess of the loss sustained in any other of the said concerns over and above the profits thereof, in such manner as may be done under this Act where a loss shall be deducted from the profits of the same concern, or to restrain any of such persons from making separate statements thereof, or to restrain any such person renting a dwelling-house, part whereof shall be used by him for the purposes of any trade or concern, or any profession hereby charged, from deducting or setting off from the profits of such trade, concern, or profession, such sum not exceeding *two-third parts* of the rent *bonâ fide* paid for such dwelling-house, with the appurtenances, as the said respective commissioners shall, on due consideration, allow."

Now, to apply these somewhat obscure and disjointed provisions. Suppose, first, the case of a person carrying on a profession, and for that purpose renting offices for the sole purpose of business, and incurring other professional expenditure; in estimating the profits of his profession, he is entitled, we apprehend, under the negative clause in the first rule, p. 115, to deduct from his receipts the rent of his offices, and all expenditure strictly incurred in reference to the exercise of his profession, that is, "money wholly and exclusively laid out or expended for the purposes of such profession, employment, or vocation." But the rule is in terms only applicable to the ascertainment of the profits of his profession. Nothing else is contemplated in Schedule D. and in the second case stated in the Act (p. 116). The duties chargeable on income arising from other sources, are provided for by totally distinct sections of the Act, in some cases subject to a right of making deductions, in others specifically without such right. It appears, consequently, abundantly clear, that in the case put, the party chargeable may not set off the professional expenditure incurred as against his gross income, but only as against his income derived from his profession, for the purpose of ascertaining whether he has or not made any and what profits by it.

Let us now take the next case, of a person carrying on a profession in offices or rooms, part of another person's house, held under a gross rent—which offices he uses for the purpose of his dwelling as well as for the purposes of business. Is such person entitled to deduct from his professional receipts, in computing profits, any and what portion of the rent of such offices? It is clear, that the rent, being a gross rent, is not money

\* We shall refer throughout to the small 8vo. edition of the act, printed by the Queen's printer.

"wholly and exclusively laid out or expended for the purposes of such profession, &c.;" he cannot, therefore, deduct it under the first part of the rule, p. 117. Do, then, his offices, or that portion of them, if any, used for business only, fall within the second part of the rule which prohibits any deduction for the "rent or value of any dwelling-house or domestic offices, or any part of such dwelling-house or domestic offices, except such part thereof as may be used for the purpose of such trade or concern." These words appear to point to the case of a person being tenant of a house of which he uses part as his dwelling-house, and part for offices of business; and the 101st section, which in terms is confined to the case of a person renting a dwelling-house, part of which shall be used by him for the purpose of any trade &c., seem to favour that construction of the rule, p. 117. The case, therefore, of chambers or offices used by A., B., and C., both as offices and dwellings, in a house in the tenancy of D., seems to be a *casus omissus* in the Act, and it is somewhat doubtful whether upon the strict wording of the Act, a professional man so occupying offices will be entitled to set off against his receipts any portion of the rent. At any rate, it seems clear that he cannot set off more than two-thirds of it, the rent not being exclusively paid for the purposes of his profession. And it is equally clear that he cannot set off such proportion against his gross income, but only against the receipts of his profession.

We have received a small pamphlet, intitled "Witnesses out of Court," and addressed "to those in authority connected with the Erection of the New Law Courts in the City of London." Its object, as the title imports, is to enforce the necessity of excluding witnesses from the court during a trial in which they are concerned. It is justly observed by the author, "that the success and ruin of thousands and tens of thousands who venture upon the troubled waters of the law, frequently depends upon the course taken at a trial with regard to the witnesses. Instead of being the exception, as it is now, the having the witnesses out of court ought to be the rule. There is at present a reluctance on the part both of the counsel and attorney to ask for it; and, beyond doubt, instances not unfrequently occur where, if such a precaution had been adopted, the perjury of the witnesses would have been detected." What the author proposes is, that there should be a witness-room, opening direct by a clear passage into the witness-box, and that the witnesses in a cause should be ordered into that room upon the cause being called on, or they would not be allowed to give evidence. The matter is well worthy of consideration. There seems no reason whatever for allowing a witness to hear the counsel of the party, on whose behalf he is to give evidence, state to the jury what he expects the witness to prove, or to hear the statements of the other witnesses by which he may be guided in giving his own account. Counsel are not allowed to put questions to their witnesses so as to suggest the answer, and yet, under the present system, there is nothing to prevent them from suggesting in their opening speech what they wish the witnesses to say. We hope the authorities, to whom this pamphlet is addressed, will adopt the proposed plan; for, if they do so, their example will no doubt be quickly followed.

## JUDICIAL COMMITTEE OF THE PRIVY COUNCIL.

The following Order in Council dated the 11th August, 1842, appeared in last night's Gazette.—

Whereas there was this day read at the Board a representation from the Judicial Committee of the Privy Council, dated the 10th August instant, and in the words following, viz. "The Lords of the Judicial Committee having taken into consideration the scale on which the costs of appeals, and other matters referred by your Majesty to this committee, are usually taxed by the Masters of the Court of Queen's Bench, or other persons to whom their Lordships have from time to time referred the same; their Lordships agree humbly to represent to your Majesty, that it is expedient that the scale of costs hitherto allowed in the said proceedings before this Committee, should be reduced; and their Lordships recommend that, provisionally, and until further consideration, such costs in all appeals, or matters not being appeals, from the Courts of Ecclesiastical or Admiralty jurisdiction, should be taxed and allowed by all such taxing officers as shall hereafter be directed to ascertain and report the same to the Board, according to the schedule hereunto annexed; and that this rate of charges should be observed by solicitors conducting business before this Committee."

Her Majesty having taken this representation into consideration, was pleased, by and with the advice of her Privy Council, to approve thereof, and of what is therein recommended, and to order, as it is hereby ordered, that the same be duly and punctually observed, complied with, and carried into execution. Whereof all persons whom it may concern are to take notice, and govern themselves accordingly.

### *The Schedule of Fees above referred to.*

Retaining fee .....	£0	13	4
Perusing official copy of proceedings .....	2	2	0
(This fee to be raised at the discretion of the Clerk of Appeals.)			
Attendances at the council office, or elsewhere, on ordinary business, such as to enter an appeal on an appearance, to make a search, to lodge a petition or affidavit, or to retain counsel .....	0	10	0
Instructions for petition of appeal .....	0	10	0
Drawing petition or case, per folio .....	0	2	0
Drawing appendix, per folio .....	0	1	0
Copying, per folio .....	0	0	6
Attendance on order of reference .....	Nil.		
Drawing small petitions for orders &c. ....	0	10	0
Instructions for case .....	1	0	0
Attending consultation .....	1	0	0
Correcting proof sheets, per printed sheet .....	0	10	6
Correcting Foreign or Indian proof sheets, per printed sheet .....	1	1	0
Attending on setting down for hearing .....	Nil.		
Attending Clerk of Council for Order .....	Nil.		
Attending at Council chamber on a petition .....	1	6	8
Attending Council chamber all day on an appeal not called on .....	2	6	8
Attending a hearing .....	3	6	8
Attending a judgment .....	1	6	8
Sessions fee (for the legal year) equal to four term fees	3	3	0

MEMBERS RETURNED TO SERVE IN PARLIAMENT.—John Walter, for the Town of Nottingham, in the room of Sir George Gerard de Hochepied Larpent, Bart., who has accepted the Chiltern Hundreds.—Humphrey St. John Mildmay, Esq., and George William Hope, Esq., for the town of Southampton, in the room of Lord Bruce, (now Earl of Elgin), and Cecil Martyn, Esq., whose election for the said town has been declared void.

## Imperial Parliament.

## HOUSE OF LORDS.

Wednesday, Aug. 10.

The following Bills received the royal assent:—The Municipal Corporations Bill; the Double Costs Bill; the Copyright of Designs Bill; the Court of Chancery Offices Abolition Bill.

The Ecclesiastical Corporation Leases Bill was read a third time and passed.

The amendments of the Commons to the Bankruptcy Law Amendment Bill were agreed to.

The amendments of the Commons to the Insolvent Debtors Bill were agreed to, and the Bill read a third time and passed.

## HOUSE OF COMMONS.

Tuesday, Aug. 9.

Sir J. Graham announced, that the Government did not intend to proceed with the County Courts Bill. He proposed, however, that certain amendments should be made, and that it should be printed with the amendments to be circulated during the recess.

Wednesday, Aug. 10.

The Bankruptcy Law Amendment Bill was read a third time, with an amendment to the effect, that fourteen days before a final dividend shall be advertised under any bankrupt's estate, there shall be sent by the official assignee to each creditor's assignee of such estate a debtor and creditor account between the official assignee and such estate, shewing also the monies remaining uncollected under such estate, and the cause of such monies remaining uncollected, a copy of which account shall be delivered to any creditor who shall apply for the same, and have proved or claimed a debt under such fiat, upon his applying for the same to the official assignee, and to every other person, such person not being a creditor, on payment of a sum not exceeding 2s. 6d., as shall be settled by the court authorised to act in the prosecution of such fiat.

The Insolvent Debtors Bill was read a third time and passed.

The Bankruptcy Law Amendment Bill was brought up from the Lords without any amendment.

The Ecclesiastical Courts Bill was postponed till the next Session of Parliament.

Sir James Graham brought in a Bill "to amend the Registration of Parliamentary Electors in England and Wales." His object was to have the Bill printed and circulated during the recess, that the subject might be resumed next session. He proposed in the first place, to repeal all the clauses of the Reform Act affecting registration, and then to re-enact them with alterations. He proposed that the payment of 1s., which had been much objected to by freeholders in the counties, should be abolished. With regard to the revising courts, he proposed that instead of the great number of revising barristers now appointed, there should be but one for each county on every circuit, who should receive 200 guineas a year for his remuneration. This would effect a saving of 10,000l. a year. He proposed that the Chief Judges of the three superior courts of Common Law should appoint three barristers, of a certain standing, who should constitute a permanent court of appeal. He proposed to introduce declaratory clauses as to the effect of the Reform Act, on certain disputed points, as for instance, that mortgagees should vote if in possession; that no trustee should vote unless he had also a beneficial interest; that the seven miles' distance should be measured in a straight line according to the Ordnance maps; and that the question put at the poll to voters as to continued residence, should be abolished in the counties, and modified in the boroughs.

The Bill was brought in and read a first time, and ordered to be printed, and read a second time that day three months.

## PUBLIC GENERAL STATUTES.

5 VICTORIÆ.—SESSION 2.

(Continued from p. 282.)

## CAP. XLVI.

An Act to amend an Act of the Third and Fourth Years of Her present Majesty, for the Regulation of Municipal Corporations in Ireland. [1st July, 1842.]

## CAP. XLVII.

An Act to amend the Laws relating to the Customs.

[9th July, 1842.]

## CAP. XLVIII.

An Act to provide for the Relief of the Poor in the Forest of Dean and other extra parochial places in and near the Hundred of St. Briavel's in the County of Gloucester.

[9th July, 1842.]

## CAP. XLIX.

An Act to amend the Laws for the Regulation of the Trade of the British Possessions Abroad.

[16th July, 1842.]

## CAP. L.

An Act to continue until the 1st October, 1843, the Exemption of Inhabitants of Parishes, Townships, and Villages, from Liability to be rated as such in Respect of Stock in Trade or other Property to the Relief of the Poor.

[16th July, 1842.]

## CAP. LI.

An Act for providing for the further Security and Protection of Her Majesty's Person.

[16th July, 1842.]

## CAP. LII.

An Act to indemnify Witnesses who may give Evidence before the Lords Spiritual and Temporal on a Bill to exclude the Borough of Sudbury from sending Burgesses to serve in Parliament.

[16th July, 1842.]

## CAP. LIII.

An Act to encourage the Establishment of District Courts and Prisons.

[30th July, 1842.]

(To be continued.)

## London Gazette.

TUESDAY, AUGUST 9.

## BANKRUPTS.

ROBERT BUSBY, Wood-st., Bethnal-green, dairyman, cowkeeper, and cattle dealer, Aug. 17 at half-past 11, and Sept. 20 at 12, Court of Bankruptcy. Off. Ass. Pennell; Sol. Young, Warwick-sq., Newgate-st.—Fiat dated July 30.

FREDERICK CLARK, Portman-st., Portman-sq., auctioneer and estate agent, Aug. 15 at 1, and Sept. 20 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sol. Dufaur, 23, Queen Anne-st., Cavendish-sq.—Fiat dated Aug. 2.

JOHN THOMAS KING and JOHN GROOMBRIDGE, Crimscoth-st., Bermondsey, Surrey, carpenters and builders, Aug. 18 at 2, and Sept. 20 at 1, Court of Bankruptcy: Off. Ass. Groom; Sol. Raw, 248, High Holborn.—Fiat dated Aug. 2.

THOMAS HOOPER, Hay, Breconshire, chemist and druggist, tea dealer and grocer, and seedsman, Aug. 23 and Sept. 20 at 11, Swan Hotel, Hay: Sols. Gwillim, Hereford; Smith & Son, 16, Southampton-st., Bloomsbury-sq.—Fiat dated Aug. 2.

GRIFFITH JONES, Nevin, Carnarvonshire draper and grocer, Aug. 23 and Sept. 20 at 11, Sportsman Hotel, Carnarvon: Sol. Williams, Pwllheli.—Fiat dated July 27.

WILLIAM SCOTT, Earl's Heaton, Dewsbury, Yorkshire, blanket manufacturer, Aug. 13 at 4, and Sept. 20 at 11, Commissioners'-rooms, Leeds: Sols. Greaves, Dewsbury: Jaques & Co., 8, Ely-place.—Fiat dated July 26.

EDMUND ARROWSMITH, Burnley, Lancashire, mercer, tailor, and undertaker, Aug. 18 at 12, and Sept. 20 at 11, Court-house, Burnley: Sols. Alcock & Dixon, Burnley; Cragg & Jeyes, 4, Harper-st., Red Lion-sq.—Fiat dated July 30.

WILLIAM REAY, Walker, Northumberland, ship builder and block manufacturer, Sept. 2 at 11, and Sept. 20 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne: Sols. Keemlyside & Harle, Newcastle-upon-Tyne; Cavelje & Co., 19, Southampton-buildings, Chancery-lane.—Fiat dated July 23.

HARRY COLLINS JEFFREYS, Much Wenlock, Shropshire, miller and maltster, Aug. 24 at 11, and Sept. 20 at 1, Crown Inn, Bridgnorth: Sols. Hinton & Son, Much Wenlock; Baines, 13, Gray's-inn-sq.—Fiat dated July 23.

JOHN BENT, Dudley, Worcestershire, grocer, Aug. 23 at 11, and Sept. 20 at 10, Swan Inn, Wolverhampton: Sols. Shaw, Dudley; Austin, 37, Threadneedle-st.—Fiat dated Aug. 4.

**HENRY GRAY KELLOCK and ADAM DICKENSON**  
**KELLOCK**, Liverpool, brokers and provision merchants,  
 Aug. 26 and Sept. 20 at 2, Clarendon-rooms, Liverpool:  
 Sols. Moss, and Fletcher & Hull, Liverpool; Roscoe, 3,  
 South-sq., Gray's-inn.—Flat dated Aug. 5.

#### MEETINGS.

*Wm. Ridge, Chas. Ridge, and Wm. Newland*, Chichester, Sussex, bankers, Aug. 20 at 1, George Hotel, Portsmouth, pr. d.—*John Jones*, Ynisterw, Llangavelach, Glomorganshire, maltster, Sept. 6, Bush Inn, Swansea, ch. ass.—*Thos. D. Taylor*, Holborn, oilman, Aug. 25 at 11, Court of Bankruptcy, last ex.—*Edw. T. Murray*, Church-st., Newington, leather seller, and Great George-st., Bermondsey, Surrey, japanner, Aug. 25 at half-past 1, Court of Bankruptcy, last ex.—*Christopher Hepper*, Bradford, Yorkshire, auctioneer, Sept. 6 at 11, Commissioners'-rooms, Leeds, aud. ac. and last ex.; at 12, first and fin. div.—*Wm. Goode*, Monmouth, Monmouthshire, draper, Aug. 30 at 11, Beaufort Arms Hotel, Monmouth, last ex.—*James Percy*, St. John-st., leather and shoe seller, Sept. 1 at 12, Court of Bankruptcy, aud. ac.—*R. Davies*, Mallwyd, Merionethshire, shopkeeper, Sept. 1 at 11, Eagles Inn, Machynlleth, aud. ac.—*J. Halliley, J. Brooke, Jas. Halliley, and J. Halliley*, jun., Dewsbury, Yorkshire, woollen manufacturers, Sept. 2 at 11, Commissioners'-rooms, Leeds, aud. ac.—*J. Moore*, Wellington, Shropshire, nurseryman, Nov. 29 at 11, Shire-hall, Shrewsbury, aud. ac.—*Robt. Adams*, Manchester, butter and provision merchant, Sept. 9 at 1, Commissioners'-rooms, Manchester, aud. ac.—*Elizabeth Havant*, Swansea, Glamorganshire, grocer, Sept. 2 at 2, Commercial-rooms, Bristol, aud. ac.—*Jos. Wallworth and Thomas Wallworth*, Manchester, corn dealers, Sept. 9 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac.—*John Edmund Hall and Henry Toone*, Nottingham, lace manufacturers, Aug. 31 at 12, George the Fourth Inn, Nottingham, aud. ac.—*John David*, Laugharne, Carmarthenshire, maltster, Aug. 31 at 11, Ivy Bush Hotel, Carmarthen, aud. ac.—*Wm. Hen. Smith*, Manchester, hop merchant, Dec. 1 at 11, Star and Garter, Worcester, aud. ac.—*Joseph Rogers*, Shrewsbury, Shropshire, hop dealer, Aug. 31 at 11, Guildhall, Shrewsbury, aud. ac. and div.—*James Reed*, Leeds, cloth dresser, Sept. 3 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, div.—*Thos. Wilson and Wm. Wilson*, Liverpool, merchants, Aug. 31 at 2, Clarendon-rooms, Liverpool, aud. ac.; Sept. 3 at 12, div.—*Robt. Lee Dawson and Patrick Vance*, Liverpool, merchants, Aug. 31 at 12, Clarendon-rooms, Liverpool, aud. ac.; Sept. 3 at 12, div.—*Benj. Read*, Worcester, wine merchant, Sept. 1 at 2, Gillam's, Worcester, aud. ac.; at 3, div.—*Wm. Maresden*, Newcastle Emlyn, Carmarthenshire, banker, Aug. 31 at 12, Ivy Bush Hotel, Carmarthen, aud. ac.; at 1, div.—*Jas. Laycock*, Colne, Lancashire, tallow-chandler, Sept. 6 at 11, King's Head Inn, Colne, aud. ac.; at 1, div.—*J. Crossley and Jonathan Crossley*, Farley Tyas, Aldmondbury, Yorkshire, cloth manufacturers, September 1 at 10, Ramsden's Arms Inn, Huddersfield, pr. d. and aud. ac.; at 11, third and fin. div.—*Jas. Redfearn*, Meltham, Aldmondbury, Yorkshire, woollen cloth manufacturer, Sept. 1 at 11, George Hotel, Huddersfield, aud. ac. and div.—*John B. Falkner*, Liverpool, share broker, Sept. 1 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*Samuel Mitchell*, Sheffield, merchant, Sept. 6 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Aug. 30.*

*Walter James Burgie*, Beer-lane, Tower-st., carpenter.—*Angelo Pontercorbelli*, Broad-street, Golden-square, oil and Italian warehouseman.—*George Blamy*, Kingbridge, Devonshire, baker.—*John Ryle*, Manchester, banker.—*Fredk. Sharman*, Barge-yard, Backlusersby, shoe factor.—*John Swann*, Loughborough, Leicestershire, carrier.—*Jonathan Brook*, Folley, Dockhead, Bermondsey, Surrey, ironfounder.—*John Buckle*, Terrace, Kensington, tea dealer.—*Wm. Ellison*, Cambridge, brewer.—*Jas. Tomlin and Wm. Man*, Saint Michael's-alley, Cornhill, merchants.—*Rich. Gooldeen*, Welshpool, Montgomeryshire, carrier.

#### PARTNERSHIP DISSOLVED.

*Henry Armstrong and Francis Armstrong*, Preston, Lancashire, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Joseph Maclaren*, Edinburgh, grocer.—*Wm. Clark*, Dun-

fermline, stationer.—*William Archer*, Blackscroft, Dundee, brewer.—*Adam Parkinson*, Kirkintilloch, Dumbarton, railway contractor.—*Malcolm McLeod*, Glasgow, merchant.—*W. Clement*, Crieff, merchant.—*Alex. Work*, Hardhill, Bathgate, Linlithgow, farmer.—*Peter Murchie*, Port-Glasgow, shipowner.—*David Jackson*, Leith, shipwright.—*James Stayley and Company*, Glasgow, merchants.

#### INSOLVENT DEBTORS.

*Saturday, Aug. 6, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Edward Daniel*, Atherston, Warwickshire, out of business, No. 57,803 C.; Henry Power, assignee.—*Dorothy Atkins*, Claypath, Durham, spinster, No. 58,528 C.; John Fairbairn, assignee.—*J. Bamford*, Rochdale, Lancashire, shopkeeper, No. 60,237; John Butterworth, assignee.—*Emanuel Walsley*, Four-lane-cude, near Blackburn, Lancashire, publican, No. 59,485 C.; Thos. Thwaites, assignee.—*Edward Barrow*, Liverpool, flannel manufacturer, No. 59,991 C.; John Shaw, assignee.—*Patrick Foreman*, Wigan, Lancashire, farmer, No. 60,246 C.; William Ackercley, assignee.—*William Platt*, Wigan, Lancashire, book-keeper, No. 59,688 C.; Edward Rose Swaine and Joseph Boord, assignees.—*Thomas Davis*, Hardman-street, Manchester, victualler, No. 59,223 C.; Jos. Gaskarth, assignee.—*Jervis Jones*, Llanvrechva Lower, Monmouthshire, publican, No. 59,905 C.; Jos. Duffield, assignee.—*John Ralph*, Sandwich, Kent, blacksmith, No. 60,179 C.; Edw. Poole, assignee.—*Thos. Martin*, Trinity-pl., Charing-cross, attorney, No. 60,183 C.; Geo. Dunn, assignee.—*Hen. Duncan*, Newport, Monmouthshire, draper, No. 59,923 C.; John Lloyd, assignee.—*Wm. Johnson*, Ecclesfield, Yorkshire, coal dealer, No. 59,819 C.; John H. Shutt, assignee.—*Anne Mary Hill*, widow, Upton, Snodsbury, Worcestershire, out of business, No. 59,731 C.; Jos. Bennett, assignee.—*Jos. James*, Gooditch, Cheltenham, Gloucestershire, tailor, No. 59,411 C.; Thos. Hitchcock and Walter Parry, assignees.—*Mark Shore*, Bath, out of business, No. 60,274 C.; Geo. Giller, assignee.—*Geo. Binns*, Bishop Wearmouth, Durham, linen draper, No. 59,653 C.; Geo. Moore, assignee.—*John Kibington*, Bishop Wearmouth, Durham, linen draper, No. 59,654 C.; George Moore, assignee.—*Thos. Banks*, Rimmington, Gisburn, Yorkshire, shopkeeper, No. 59,442 C.; Wm. Lawson, assignee.—*Jas. Bewick*, jun., Bishop Wearmouth, Durham, retailer of beer, No. 59,381 C.; John Jas. Hebblethwaite, assignee.—*John Matthews*, Southport, Lancashire, joiner, No. 59,113 C.; Ellis Wignall and Jas. Blundell, assignees.—*Joseph R. Sutton*, Carlisle, butcher, No. 60,096 C.; Isaac Bowes, assignee.—*Wm. H. Kell*, St. Clement, Ipswich, Suffolk, carpenter, No. 59,846 C.; Rob. Mickleburgh, assignee.—*Rob. Buckle*, Westmoreland, coal dealer, No. 60,129 C.; Edw. Tennant and Jas. Nicholls, assignees.—*Thomas Richardson*, Morland, near Appleby, Westmoreland, No. 60,147 C.; W. Maughan, assignee.—*Rich. F. Burton*, Dalston, Middlesex, coal merchant, No. 58,447 C.; Rob. Gamman and Wm. C. Wright, assignees.—*Alice Dixon*, Sunderland, Durham, publican, No. 59,169 C.; Robert Moon Watson and Jas. Richardson, assignees.—*John Andrew*, sen., Salford, Lancashire, attorney at law, No. 59,690 C.; Jas. H. Hulme, assignee.—*John F. Pyle*, Flammstead, near Holt, Norfolk, wall sinker, No. 59,586 C.; John Carman, assignee.—*Edward Prest*, Furthergate, Blackburn, Lancashire, grocer, No. 60,241 C.; Joseph Parker and James Foster, assignees.—*Sarah Brown*, Chorlton-upon-Medlock, Manchester, licensed victualler, No. 60,243 C.; Edw. Jackson and Joseph Bleakley, assignees.—*John Beines*, Salford, Lancashire, out of business, No. 58,591 C.; Edw. R. Swaine and Joseph Boord, assignees.—*Wm. Mitchell*, St. Ives, Cornwall, innkeeper, No. 60,197 C.; John Batten and Benj. P. Batten, assignees.—*John Clegg*, Manchester, brewer, No. 59,473 C.; Thos. Thwaites and Arch. Dunlop, assignees.—*Joseph Mills*, Hulme, Manchester, out of business, No. 58,111 C.; Edward R. Swaine and Jos. Boord, assignees.—*Major R. Culverwell*, Rose-hill, Liverpool, watch maker, No. 60,217 C.; Edward Kirkman, assignee.—*Mary Hopkinson*, Armley, near Leeds, Yorkshire, out of business, No. 45,157 C.; John Shackleton, new assignee, in room of Sam. Hepper and Wm. Hargreaves, deceased, new assignee.—*Pet. Heslop*, Cecil-st., St. Martin's-lane, in her Majesty's Customs, No. 39,079 T.; Sam. Sturgis, new assignee, in room of Wm. Law, deceased, new assignee.

## MEETING.

*John P. Williamson*, Kingston-upon-Hull, soda-water manufacturer, Aug. 24 at 12, Robinson's, Orchard-st., Portman-square, sp. aff.

FRIDAY, AUGUST 12.

## DECLARATION OF INSOLVENCY.

**FREDERICK CORDAROY** and **JOHN KENRICK**, Liverpool, hatters.

## BANKRUPTS.

**GEORGE GARDEN NICOL**, Adam-st., Adelphi, merchant, Aug. 23 at 2, and Sept. 23 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sols. Simpson & Cobb, 11, Austin-friars.—Fiat dated Aug. 5.

**JOSEPH TILL**, Shirley-mills, Hampshire, brewer, Aug. 20 at 12, and Sept. 23 at 11, Court of Bankruptcy: Off. Ass. Belcher; Sol. James, Basinghall-st.—Fiat dated Aug. 5.

**JOHN LITCHFIELD**, Bethnal-green, builder, Aug. 23 at half-past 2, and Sept. 23 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sol. Huson, 34, Old Jewry.—Fiat dated Aug. 10.

**JOHN THOMAS RING** and **JOHN GROOMBRIDGE**, Crimscoth-st., Bermondsey, Surrey, carpenters and builders, Aug. 18 at 2, and Sept. 23 at 1, Court of Bankruptcy: Off. Ass. Groom; Sol. Raw, 248, High Holborn.—Fiat dated Aug. 2.

**WILLIAM COOPER**, Belfast, Antrim, Ireland, Manchester warehouseman, Aug. 25 and Sept. 23 at 2, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, Lincoln's-inn-fields.—Fiat dated Aug. 8.

**JOSEPH RALEIGH**, Manchester, merchant, Aug. 29 and Sept. 23 at 10, Commissioners'-rooms, Manchester: Sols. Earle, Manchester; Fox, 40, Finsbury-circus.—Fiat dated Aug. 5.

**PETER SEDDON**, Middle Hulton, Lancashire, coal dealer, Sept. 9 at 1, and Sept. 23 at 11, Commissioners'-rooms, Swan Hotel, Bolton-le-Moors: Sols. Winder & Broadbent, Bolton-le-Moors; Milne & Co., Temple.—Fiat dated Aug. 6.

**MOSES BUCKLEY**, Oldham, Lancashire, draper, Aug. 27 and Sept. 23 at 11, Commissioners'-rooms, Manchester: Sols. Morris, Manchester; Adlington & Co., Bedford-row. Fiat dated Aug. 6.

## MEETINGS.

*Thomas Ayres Phillips*, Ardwick, Lancashire, common brewer, Aug. 26 at 11, Commissioners'-rooms, Manchester, ch. ass.—*Montague Combe Price*, Brentford, glass seller, Aug. 22 at half-past 1, Court of Bankruptcy, last ex.—*Henry Capell*, Cooper's-row, Tower-hill, wine and spirit merchant, Sept. 5 at 1, Court of Bankruptcy, and ac. and div.—*Stephen Sly*, Bouverie-street, Fleet-street, City of London, and Cornwall-road, Lambeth, Surrey, engraver, Sept. 5 at 12, Court of Bankruptcy, and ac. and div.—*Benj. Bradshaw* and *Geo. Richardson*, Wortley-lane, near Leeds, Yorkshire, canvas manufacturers, Sept. 3 at 12, Commissioners'-rooms, Leeds, and ac.—*Saml. Clough* and *W. T. Clough*, Eccleston, Lancashire, alkali manufacturers, Sept. 14 at 1, Clarendon-rooms, Liverpool, and ac.—*James Chalons*, Chester, leather seller, Sept. 7 at 12, Maddock's, Chester, and ac.; at 1, div.—*Wm. Chambers*, Oxford, organ builder, September 9 at 10, Three Goats Inn, Oxford, and ac.—*Thomas Cartwright* and *Lake Noble*, Halifax, silversmiths, Sept. 3 at 9, White Swan Inn, Halifax, fin. div.; at 10, and ac.—*Jas. Baird*, Ovensden, Halifax, worsted stuff manufacturer, Sept. 3 at 10, White Swan Inn, Halifax, and ac.—*Geo. Horatio St. Clair*, Birmingham, pawnbroker, Sept. 9 at 11, Waterloo-rooms, Birmingham, and ac.—*Richd. Terry*, Cheltenham, Gloucestershire, common brewer, Sept. 26 at 11, Royal Hotel, Cheltenham, and ac.—*Thos. Mason*, Stowford-mills, Harford, Devonshire, miller, Sept. 9 at 10, Royal Hotel, Plymouth, and ac.—*Ed. Browne*, Norwich, builder, Sept. 6 at 10, Royal Hotel, Norwich, and ac. and fin. div.—*Wm. Wilks*, Bengeworth, Worcestershire, coal merchant, Sept. 8 at 12, White Hart Inn, Evesham, and ac.; at 1, div.—*E. Goddard*, Holbeach, Lincolnshire, draper, Sept. 8 at 12, Peacock Inn, Boston, and ac.; at 2, div.—*J. Welsh*, Manchester, publican, Sept. 9 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, and ac. and div.—*A. H. Tulk* and *E. Banks*, Gateshead, Durham, soap manufacturers, Sept. 5 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and ac.; at 12, fin. div.—*Jas. Sharp*

and *Robert Pearson*, Bradford, Yorkshire, machine makers, Sept. 2 at 3, Commissioners'-rooms, Leeds, and ac.; at 4, fin. div.—*Rich. T. Jones*, Oxford, chemist, Oct. 27 at 10, Tribe's, Oxford, and ac. and div.—*John Ritchie* and *Thomas Moffat*, Liverpool, merchants, Sept. 8 at 11, Clarendon-rooms, and ac.; at 12, fin. div.—*Fred. Aug. Wheeler*, Birmingham, percussion cap manufacturer, Sept. 9 at 11, Waterloo-rooms, Birmingham, and ac.; at 12, div.—*Rob. Sands*, Nottingham, lace manufacturer, Sept. 5 at 11, George the Fourth Hotel, Nottingham, and ac.; at 1, div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Sept. 2.*

*Jas. Bannister* and *Dinah Simpson*, Liverpool, shipwrights.—*William Beards* and *Geo. Beards*, Bilston, Staffordshire, maltsters.—*John More*, Moorgate-st., London, merchant.—*John Steggall*, Guildford-st., Middlesex, bookseller.—*George Gibson*, Liverpool, stock and share broker.

## FIAT ANNULLED.

*Dan. Howard*, Swallow-street, Regent-street, Westminster, victualler.

## PARTNERSHIP DISSOLVED.

*John Y. Bedford* and *Wm. Spencer*, Birmingham, attorneys at law and solicitors.

## SCOTCH SEQUESTRATIONS.

*Brown Ferguson*, Ballieston Toll, near Glasgow, corn factor.—*Dev. M'Gregor*, Nether Benchie, Perthshire, cattle dealer.—*Rob. Hutchison*, Edinburgh, builder.

## INSOLVENT DEBTOR'S DIVIDEND.

*Susan Grant*, widow, Union-pl., New-road, Regent's-pk., Aug. 15, Galsworthy & Nichols's, Cook's-st., Lincoln's-inn: 1s. in the pound.

## MEETINGS.

*Jonathan Reeds*, St. Michael's on the Rock, Hastings, Sussex, builder, Aug. 29 at 11, Scrivens's, jun., Hastings, sp. aff.—*William Eagle*, Block House Fort, near Gravesend, Kent, ordnance storekeeper, Sept. 26 at 12, Falcon Tavern, Gravesend, sp. aff.

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# The Jurist

No. 293.

LONDON, AUGUST 20, 1842.

PRICE 1s.

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LONDON, AUGUST 20, 1842.

ANOTHER session of Parliament has passed by, and whatever may have been the value of its labours in a political point of view, a question with which, as conductors of this Journal, we have no concern, it will be admitted, we think, by all concerned and interested in the administration of justice, that it has been marked by a very fair share of attention to the improvement of the Laws. Of those that have passed through the Legislature, the two most important are undoubtedly the Bankruptcy Act, and the Act for amending the Practice in Lunacy. Of the latter we have already expressed an opinion more than once, and will only now add, that it appears calculated so to simplify and expedite the administration of the protection of Chancery, as to offer its benefits to a class of persons hitherto most generally compelled to dispense with any, beyond the frequently unwilling, and sometimes not very safe protection of relatives or friends. From the establishment of permanent Commissioners, remunerated by fixed salaries paid by the State—standing before the public as acknowledged judicial functionaries, and having both the station and responsibilities annexed to such a position, none we apprehend can anticipate, so far as regards the duty of taking inquisitions in lunacy, anything but an improved and more satisfactory administration of the law. Nor do we anticipate the slightest difficulty in the transaction before them of the business arising out of such references as are now usually sent to a Master in Chancery. What is there indeed in the constitution of such a Court as that of the Lunacy Commissioners, to make them unfit for hearing evidence, and reporting to the Lord Chancellor on such matters as the propriety of granting leases, of repairing houses, of appointing particular persons to be committees, and other business of that class? Assisted, as their inquiries will doubt-

less be, by the reception of *viva voce* evidence, we anticipate, that, so far from there being anything either unsafe or otherwise prejudicial to the interests of lunatics in the contemplated transfer of the business of inquiries, from the Master's Office to the Commissioners' Courts, such inquiries will be conducted with much greater dispatch, and with perhaps a more searching and complete discovery of truth.

With regard to the Bankruptcy Act, on the provisions of which we shall probably in a future number of the Jurist comment more in detail, we shall only now observe generally, that the alteration which it effects in the administration of the law in working out country fiats, promises to be extensively beneficial. It proceeds, like the Lunacy Act, on the broad principle of introducing fixedness and greater responsibility in the judicial body; a principle which scarcely ought to require the proof afforded by experiment to demonstrate its value, but which, so far as the administration in bankruptcy is concerned, is fully justified by the results of a long-continued practice. Of the details of this Act, so far as they are new, it may be difficult to pronounce yet any confident opinion, but its general character of improvement is clear.

The question of Local Courts has also received consideration, and though the mode in which the bill for establishing them has been dealt with cannot be classed among the legislative improvements of the Session, yet we think most of our readers will agree that it must be considered as one of the beneficial omissions of the Legislature. To suppose that the bill had been brought in with the intention of laying it on the shelf after a decent appearance of pushing it on, would be indeed inconsistent with the respect due to the sincerity of the Legislature generally, and the promoters of the Bill individually. Yet, on the other hand, to suppose that such a Bill was supported and intended to be urged

forward in earnest, by the wise and learned persons who apparently were its promoters, would be still more inconsistent with one's faith in their acknowledged ability and wisdom. The suspended bill had all the vices of all its predecessors in the same line; the same unseemly and impolitic mixture of different professional ranks in the county clerks who were to be the judges of the subordinate local courts; the same defect of those inferior Judges being alone permitted to be Judges and practising lawyers; the same affectation of committing the trial of facts to a jury, with the same absence of any thing having the reality of a jury, or any of its integral qualities, except that of the members of it being sworn; the same indirect exclusion of professional agents of any learning, and the same tendency to throw the management of suits into the hands of ignorant and unprincipled men. The bill is to be before the public during the recess of Parliament, and we trust, that, in that interval, some pen of more power than ours will be devoted to the task of dispelling, if possible, that vague affection which the public appear to entertain for the idea of Courts without pleadings and without lawyers, regardless of any consideration whether in the present complex state of property, even among the lowest classes who possess any, it is possible to obtain a due administration of justice, without the intervention of settled forms, and of men not only of legal learning but of generally educated minds.

It is to be regretted, that, among the completed labours of Parliament, nothing should be found touching the improvement of the Registration Courts; but to that subject the Legislature has not been wholly inattentive. The bill brought in by Sir James Graham, which at a future opportunity we propose to discuss with some detail, appears, so far as its principal provisions were stated to the House, to contain features of great improvement on the present system; of that the errors have now become, by the experience of many years, fully demonstrated.

The substitution for the present countless Revision Judges of a small number of Revising Barristers, each embracing in his jurisdiction a large circle, and of course being required to devote to it a larger share of time and attention, will be of itself no slight improvement. The value of a Court of Appeal will depend on its special construction. If it be exclusively devoted to the consideration of questions arising upon claims to vote, its permanent utility has always appeared, and still appears to us most questionable; but undoubtedly some appeal from the Revision Courts is requisite.

We have not here noticed several other Acts affecting the state of the law, such as the Factors' Act, the Copyright Act, and others, which, although perhaps of less importance, are yet considerable additions to the improvement of the law; and, on the whole, we think we shall not err in saying, that those whose interests are affected by the state of the laws, and the structure of judicial institutions, have no reason to be dissatisfied with the portion of attention which Parliament has devoted during the past session to those objects.

## Reviews.

*Remarks on the Laws relating to Attempts against the Person of the Sovereign.* By GEORGE K. RICKARDS Esq., M. A., Barrister.

[London: Sweet, and Ridgway.]

We gather from the introductory portion of these remarks, that they had been written, together with much more, in consequence of the late attempts against the sovereign, and before the 5 & 6 Vict. c. 51, had held up the prospect of flagellation as the reward of those whose thirst for distinction shall in future lead them to seek it by discharging at their sovereign's rusty button out of still rustier pocket pistols. The author of this measure has, according to the statement of Mr. Rickards, "at once rendered superfluous and inapplicable a great part of that which he had written, and which had been intended to evince the necessity of some alteration in the previously existing law, and to advocate the adoption of some provisions very nearly similar to those introduced by the Government." Having, however, come to the conclusion, our author continues "After much consideration of the subject, that there are yet points in which the law requires amendment, and which the late measure has left untouched, and that something is still wanting to invest the sovereign with that full protection against attempts of a treasonable nature, which is so essential both to her own personal safety, and to the public welfare, he conceives, that it may even now be not useless to point out that infirmity which appears to him, notwithstanding what has been effected, to adhere to the laws applicable to the offences in question."

The object of the pamphlet before us appears to be principally to urge, that we are not to fall into the error of permitting ourselves to be drawn, by the improvement effected in the law against wanton and apparently motiveless attempts to terrify, if not to injure the sovereign, into inattention to the defects of the law against actual *bonâ fide* treason; or into the supposition, that the whole law regarding attempts against the person of the sovereign has received its utmost finish. "The prevailing tendency of the public mind," (he says, p. 14), which the warm feeling of loyal affection that animates it, has doubtless also contributed to produce, being thus, as the writer conceives, to discredit the existence of really treasonable attempts against the Crown, to extenuate such as have occurred, and to see no danger to Royalty beyond that of annoyance from the brutal pranks of despicable vagabonds, whom the terrors of a sound flogging may keep in check, it will doubtless be disposed to receive with perfect satisfaction, and without demanding any ulterior change, a statute so well calculated for the repression of this class of offenders, as that which has just passed."

Mr. Rickards thinks, that, however much the act lately passed may have improved the law regarding those mock attempts against the life of the Sovereign, which in fact are more in *terrorum* persons than in *personam*, the law of treason generally, and particularly that rule of evidence which, in a case where *fire-arms* have been discharged at the royal person, throws on the prosecutor the onus of proving that the *fire-arms* were loaded with deadly materials, are not sufficiently stringent to protect the royal person against substantial treasonable attempts. And, accordingly, he proposes an alteration of the rules of evidence as a simple and efficacious remedy.

"The alteration" (he says, p. 26) "in the law of treason which the writer would suggest, as immediately and in the first place required, in order to render its administration free, vigorous, and effective, is no sweeping extension of its penalties, nor any revival of

those exploded doctrines and obsolete constructions, which formerly placed the lives and liberties of the subject at the mercy of the crown. It is simple, easy, and definite; neither repugnant to the analogy of the English law, nor at variance with the essential principles of equity and reason; and it is justified, if there be any force in the preceding remarks, by reasons of the highest public necessity. It is nothing more than a modification of the rules of evidence, a shifting of the burden of proof from that party who can rarely possess the means of affording it, to that party with whom a knowledge of the truth must always reside, and who, by the commission of an act unquestionably illegal in the first instance, has already, in the eye of reason, placed himself under the cloud of an adverse presumption."

The author then proposes, that, as in the case of homicide, the law presumes malice, where the act is proved, and throws it on the homicide to negative that presumption by evidence; so in the case of a personal attempt against the sovereign, of the nature, for instance, of a discharge of fire-arms, the law shall presume the fact of loading with deadly materials, and throw on the prisoner the proof of matter to rebut such presumption. The arguments of the learned author in support of his view are put with considerable force, and his observations generally on the state of the law of treason are not undeserving of attention, notwithstanding the recent improvement of the particular branch to which the 5 & 6 Vict. c. 51 applies.

We are not, however, ourselves disposed wholly to coincide in the propriety of the learned writer's proposition. It goes to a considerable extent to throw on the prisoner the proof of a negative. If, for instance, the attempt of the prisoner is by firing off a pistol, the question whether loaded or not is a question of fact; and of a fact which requires an almost imperceptible time for its transaction. There might be a hundred witnesses to prove that a pistol was not loaded up to a certain period; but unless that period was the period instantly preceding its discharge, the evidence would be valueless to prove the nonloading. In regard to homicide, the point is very different. There, the act of homicide is held to afford a presumption of malice; now malice is not a mere instantaneous act, but a continuation of mental impulses, almost of necessity the result of many circumstances. Hence evidence of a variety of antecedent and collateral facts, may afford inferences rebutting the presumption of such a continued state of mind in the prisoner. We cannot but think also that our author has allowed his imagination to be a little too much affected with alarm at the dangerous consequences of the present state of the law, and that the general tone of his observations tends somewhat too much to the formation of an over-stringent law. The subject is however important, and Mr. Rickards has undertaken a beneficial task in endeavouring to call attention to it.

**COURT OF BANKRUPTCY.**—The Lord Chancellor has issued the following Order, which was posted in the hall of the Court in Basinghall-street, on Wednesday last:—

"In Bankruptcy.—I do hereby order, that the books of the Accountant in Bankruptcy be closed from the 20th of August, inst., to the 4th day of October next, and that during that time no draught for any effects shall be signed and delivered out, nor any purchase, sale, or transfer of any stocks, securities, or effects to be made by the said Accountant in Bankruptcy, for or on account of any bankrupt's estate; provided that the said Accountant be at liberty to sign orders or cheques for dividends in such cases as may appear urgent.

"LYNDURST, Chancellor."

## PUBLIC GENERAL STATUTES.

5 VICTORIA.—SESSION 2.

(Continued from p. 289.)

## CAP. LIV.

An Act to amend the Acts for the Commutation of Tithes in England and Wales, and to continue the Officers appointed under the said Acts for a Time to be limited.

[30th July, 1842.]

Whereas by an act passed in the 6 & 7 Will. 4, [c. 71], intitled "An Act for the Commutation of Tithes in England and Wales," it was among other things enacted, that no commissioner or assistant commissioner, secretary, assistant secretary, or other officer or person appointed under the said act, should hold his office for a longer period than five years next after the day of the passing of the said act, and thenceforth until the end of the then next session of parliament; and that after the expiration of the said period of five years and of the then next session of parliament so much of the said act as authorizes any such appointment should cease; And whereas by an act passed in the last session of parliament (5 Vict. c. 7) it was among other things provided, that so much of the last-recited act as is hereinbefore recited should be repealed, and that no commissioner or assistant commissioner, secretary, assistant secretary, or other officer or person so to be appointed, should hold his office for a longer period than until the 31st day of July, 1842; and that after the said 31st day of July so much of the last-recited act as authorizes any such appointment should cease: And whereas it is expedient that the said commission be further continued; be it enacted, That so much of the last-recited act as is hereinbefore recited shall be repealed, except so far as it repeals any part of the first-recited act; and that no commissioner or assistant commissioner, secretary, assistant secretary, or other officer or person so appointed or to be appointed, shall hold his office for a longer period than the 31st day of July, 1847, and to the end of the then next session of parliament.

2. And whereas by the first-recited act power is given to the land owners and tithe owners of any parish to make and execute an agreement for the commutation of the tithes of that parish as therein specified; and power is also given to the said commissioners, after the 1st day of October, 1838, to make compulsory awards for the commutation of tithes in any parish in which no such agreement shall have been made as aforesaid, and confirmed by the said commissioners: And whereas doubts have been entertained whether, pending the proceedings towards a compulsory award, the land owners and tithe owners can make and execute a voluntary agreement which, if confirmed by the said commissioners, shall be valid, and it is expedient that such doubts be removed; be it declared and enacted, That a parochial agreement for the payment of a rent-charge instead of tithes, as provided by the said act, may be made in the manner therein specified, at any time before the confirmation of any award for the commutation of the tithes of the same parish; and such agreement may contain provisions for declaring how the expenses of the parties, or any of them, shall be defrayed, which shall have been incurred in contesting the award; and every such agreement, whether made before or after the passing of this act, if confirmed by the commissioners, shall be as valid as if made and executed before any proceedings had been taken toward making a compulsory award, and shall have the effect of making null and void all the proceedings toward such compulsory award, or incident thereunto, except so far as the same shall be adopted in such agreement.

3. That in all cases where no time is fixed by any award or agreement commuting the tithes of a parish for the commencement of the rent-charge or rent-charges therein awarded or agreed upon, it shall be lawful, notwithstanding that the apportionment of the said rent-charge or rent-charges may have been confirmed, for the land owners and tithe owners, having such an interest in the land and tithes of the parish as is required for making a parochial agreement, to enter into a supplemental agreement for fixing the period at which the rent-charge or rent-charges to be paid under such award or agreement shall commence: Provided always, that such supplemental agreement shall be of no force or effect unless the same shall be confirmed by the said commissioners under their hands and seal; and a copy of every such supplemental agreement shall be deposited with the registrar of the diocese, and in the pa-

riah, in like manner as instruments of apportionment are deposited under the said first-recited act.

4. And whereas by the first-recited act power is given to the said commissioners to make awards in cases reserved for special adjudication, having regard to the average rate which shall be awarded in respect of lands of the like description and similarly situated in the neighbouring parishes: And whereas it sometimes happens that voluntary agreements for the commutation of tithes have been made in the greater part of such neighbouring parishes: be it enacted, That, in awarding the rent-charge in any case so reserved, the commissioners shall be empowered to have regard to the average rate of commutation in respect of lands of the like description and similarly situated, not only in the neighbouring parishes in which there has been an award by the commissioners, but also in those in which there has been a parochial agreement for the commutation of tithes.

5. And whereas it will be beneficial to both tithe owners and land owners if the tithe commissioners are empowered to define the glebe lands in those cases in which the quantity of glebe is known, but cannot be identified, and also to exchange the glebe lands or part thereof for other land; be it enacted, That for the purpose of defining and settling the glebe lands of any benefice, on the application of the spiritual person to whom the same belongs in right of such benefice, and with the consent of the land owner or land owners having or claiming title to the land so defined as glebe, and being in possession thereof, the tithe commissioners shall, during the continuance of the commission, as well before as after the completion of any commutation, have the same powers which they have for ascertaining, drawing, and defining the boundaries of the lands of any land owners on their application; and also upon the like application of any spiritual person, the said commissioners shall have power to exchange the glebe lands, or any part thereof, for other land within the same or any adjoining parish, or otherwise conveniently situated, with the consent of the ordinary and patron of the benefice and of the land owner or land owners having or claiming title to the land so to be given in exchange for the glebe lands, and being in actual possession thereof as aforesaid, such consent to be testified as their consent under the first-recited act is testified to anything for which their consent is therein required; and in every such case the tithe commissioners shall make an award in like manner as awards are made under the first-recited act, setting forth the contents, description, and boundary of the glebe lands as finally settled by them, and of the lands awarded to the several parties to whom any lands theretofore part or reputed part of the glebe lands are to be awarded; and every such award shall have all the incidents of an agreement confirmed by the said commissioners for giving land instead of tithes, and in every case of exchange shall operate as a conveyance of the lands theretofore part or reputed part of the glebe lands to the several persons to whom the same shall be awarded, and to their heirs and successors, executors and administrators, as the case may be; and such lands shall thereupon be holden by the same tenure, and upon the like uses and trusts, and subject to the like incidents, as the land awarded as glebe in exchange for the same was formerly holden; and the expense of so defining, exchanging, and settling any glebe lands shall be borne in such manner as the tithe commissioners shall think just.

6. And whereas the power of giving land instead of tithes has been found beneficial to both tithe owners and land owners, but such power has been inoperative in a great degree by reason that the land owners by giving land instead of vicarial tithe cannot free their lands from the liability to rectorial tithe, and the converse; be it enacted, That it shall be lawful for any tithe owner, with the consent of the patron and ordinary in the case of spiritual tithes, to be testified as their consent under the first-recited act is testified to anything for which their consent is therein required, and subject in that case to the limitation of quantity of land provided by the first-recited act, and subject to the approval of the tithe commissioners, to agree for the assignment to any other owner of tithes issuing out of the same lands of so much of his tithes arising within the same parish or of the rent-charge agreed or awarded to be paid instead of such tithes as shall be an equivalent for the tithes belonging to such other tithe owner issuing out of the same lands, or for the rent-charge agreed or awarded to be paid instead thereof, for the purpose of enabling any land owner who shall be desirous of giving land instead of tithes to free his lands, or any part thereof, from both rectorial and vicarial tithes, and from

the payment of any rent-charge in respect thereof; and every such agreement shall be carried into effect by means of an award or supplemental award, to be made by the said commissioners either before or after the confirmation of the apportionment, in like manner as awards or supplemental awards are made by them pursuant to the powers vested in them before the passing of this act.

7. That where any agreement shall have been made before the passing of the first-recited act for giving land or money, or both, instead of tithes or glebe or commonable or other rights or easements, which is not of legal validity, and such lands or money, or both, shall appear to the commissioners to be a fair equivalent for the said tithes or glebe, or rights or easements, they shall be empowered to confirm and render valid such agreement; and in case the same shall not appear to be a fair equivalent, the said commissioners shall nevertheless be empowered to confirm such agreement, and also to make an award for such rent-charge, which with the said land or money, or both, will be a fair equivalent for the said tithes or glebe, or rights or easements, and subject to such confirmation and award, to extinguish the right of the tithe owners to the perception of the said tithes, or his title to the said glebe rights or easements, or to the receipt of any rent-charge instead thereof, other than the rent-charge awarded over and above the lands or money, or both, so confirmed to them.

8. That in every case in which any spiritual person shall have died or vacated his benefice before exercising the powers vested in him of borrowing money for the purpose of defraying so much of the expenses of commutation as is to be defrayed by him, and of charging the rent-charge with the repayment of the money borrowed, it shall be lawful for the tithe commissioners, with the consent of the ordinary, to borrow money for that purpose, and to charge the repayment thereof upon the rent-charge, or so much thereof as they, with the like consent, shall think just, with interest thereupon, and for that purpose to assign the rent-charge in like manner as such spiritual person, if living or in possession of his benefice, could himself have done; and the person in whose favour such charge shall have been made, and his assigns, shall have the like remedies for enforcing payment of the principal and interest of the money so borrowed, in case of any arrear in payment of the said charge, as if such charge had been made by the person so dying or vacating his benefice.

9. That in all cases, whether the tithes of any parish have been commuted or not, where any question as to the liability of any lands to the render of tithes, or as to the existence of any modus or composition real, or prescriptive or customary payment, or any claim of exemption from or non-liability to the payment of tithes in respect of any lands, shall have been heard and determined by the said commissioners, or by any assistant-commissioner under their direction, it shall be lawful for the said commissioners or any assistant commissioner, after the time for appeal to a court of law from the said determination has elapsed, or in case there has been such appeal, after the judgment of the court on such appeal, to make an award, founded on the decision of the said commissioners or assistant commissioner, or the judgment of any court of law to which appeal shall have been made from the decision of the said commissioners or assistant commissioner, for the determination of all questions of arrears of tithes claimed in any suit which may be pending in any court of equity for the purpose of trying, as to the same lands, such liability, or the legality of such claim, modus, composition, or customary payment, and of the liability of any of the parties to payment of the costs of the proceedings in such suit, for which purpose they respectively shall have all the powers which under the said recited acts or any of them they have for ascertaining the value of the tithes of such lands; and such award shall have the effect of the verdict of a jury, on an issue directed by the Court of Chancery satisfactory to the judge or court directing the same, and shall be received by the Court of Chancery as conclusive evidence of the liability or non-liability of such lands, and of the amount of such arrears, and of the liability of the several parties to the payment of costs in such suit; and any order of the Court of Chancery made thereon shall be binding on all parties, and no appeal to any other judge or court shall be brought against such order.

10. That where any question is or shall be brought for the decision of the tithe commissioners or any assistant commissioner, relative to any of the matters mentioned in an act passed

in the 2 & 3 Will. 4, [c. 100.] intituled "An Act for shortening the Time required in Claims of Modus Decimandi, or Exemption from or Discharge of Tithes," as to which any such suit shall have been commenced and shall be pending as would have prevented the operation of the said recited act, such recited act shall not have any operation as to any award or decision respecting such question to be made by the said tithe commissioners or any assistant commissioner.

11. That in any parish where any rent-charge has been agreed or awarded to be paid instead of tithes, and security has been given for payment of such rent-charge, and the lands in such parish have been discharged from payment or render of tithes or composition, or rent in the nature thereof, instead of tithes, before the apportionment of such rent-charge, it shall be lawful for the tithe commissioners, by a declaration in writing under the hands of any two of them, and their seal of office, to fix the same half-yearly days of payment of the whole rent-charge, after apportionment thereof; and in consideration that the payment of some sums will be thereby accelerated, and the payment of other sums will be thereby deferred and retarded, to make such alterations and allowances in the payments to be made in the first year after the apportionment, both by way of interest for every sum of which payment will be thereby deferred, and by way of discount to be allowed for every sum of which payment will be thereby accelerated, as to the commissioners shall seem just.

12. That it shall be lawful for any owner of rent-charge, having taken possession of any land for nonpayment of the rent-charge under the provisions of the first-recited act, from time to time during the continuance of such possession to let such land, or any part thereof, for any period not exceeding one year in possession, at such rent as can be reasonably obtained for the same; and the restitution of such land, on payment or satisfaction of the rent-charge, costs, and expenses, shall be subject and without prejudice to any such tenancy.

13. That it shall be lawful for any board of guardians of any parish or union, with the consent of the poor-law commissioners, and subject to such conditions as the said poor-law commissioners may prescribe, to pay out of the rates of any parish any portion of the cost of making or providing any map or plan which shall have been confirmed under the hands and seal of the tithe commissioners, or any other sum of money by way of consideration for the use of the said map or plan, for the purpose of estimating the net annual value of property in respect of which rates may be assessed for the relief of the poor; and after the tithe commissioners shall have certified in writing that such money has been paid, the overseers of the parish, or any person authorized by them in writing, or any officer of the said board of guardians, or any person authorized by them in writing, shall at all reasonable times have access to the copy of the said map or plan deposited with the incumbent and church or chapel wardens of the parish, or other persons approved by the said tithe commissioners, and may inspect and make copies or extracts from the said copy, without paying anything for such access or inspection, or for making such copies or extracts.

14. And whereas by the first-recited act power is given for altering apportionments of rent-charge by the commissioners of land-tax, on the application of the owner of the lands charged therewith, and it is expedient that the power thereby given should be extended, and also that during the continuance of the tithe commission the like power should be vested in the tithe commissioners; be it enacted, That if at any time after the confirmation of any instrument of apportionment it shall appear that the lands charged with one entire rent-charge belong to or have become vested in several owners, and that any of the owners of such lands shall be desirous that the apportionment thereof should be altered, it shall be lawful for the commissioners of land-tax for the county or place where the said lands are situated, or any three of them, to appoint, by notice under their hands, a time and place for hearing the parties to such application, and all other parties interested therein; and upon satisfactory proof of such notice having been served on all parties interested full twenty-one days before the day of hearing, to proceed to alter the apportionment in such manner and in such proportion amongst the said lands as to them shall seem just, subject nevertheless to the consent of two justices of the peace, as in the said first-recited act provided; and further, that upon such application being made to the said tithe commissioners, they shall have the same power of making such alteration as by the said first-recited act and by this act is

vested in the commissioners of land-tax, and that without any such consent of two justices of the peace; provided, that no alteration of any apportionment shall be made under the first-recited act or this act whereby any rent-charge shall be subdivided, so that any subdivision thereof shall be less than 5s.

15. And whereas it is expedient to make further provision for recording all such alterations of apportionment; be it enacted, That the registrar of every diocese, as soon as conveniently may be after the passing of this act, shall cause to be made and sent to the office of the tithe commissioners a copy, certified under his hand, of every instrument of altered apportionment in his custody which was made before the passing of this act, the reasonable cost of making and sending which copy shall be defrayed by the tithe commissioners as part of the expense of putting in execution the acts for the commutation of tithes; and after the passing of this act three counterparts shall be made of every instrument of altered apportionment at the expense of the land owner desiring the alteration, and two of the said counterparts shall be sent as provided by the first-recited act, and the third shall be sent to or deposited in the office of the tithe commissioners, or, after the expiration of the tithe commission, shall be sent to and kept by the person having custody of the records and papers of the said commission, and shall be annexed to the instrument of apportionment in the custody of the said commissioners, or the person having the custody of their records and papers.

16. That in case any land charged with one amount of rent-charge shall belong to two or more land owners in several portions, and the owner of any one of such portions, or his tenant, shall have paid the whole of such rent-charge, or any portion thereof greater than shall appear to him to be his just proportion, and contribution thereto shall have been refused or neglected to be made by any other of the said land owners, or his tenant, after a demand in writing made on them, or either of them, for that purpose, it shall be lawful for any justice of the peace acting for the county or other jurisdiction in which the land is situated, upon the complaint of any such land owner, or his tenant or agent, to summon the owner so refusing or neglecting to make such contribution, or his tenant, to appear before any two or more such justices of the peace, who, upon proof of the demand and of service of the summons, as hereinafter provided, whether or not the party summoned shall appear, shall examine into the merits of the complaint, and determine the just proportion of the rent-charge so paid as aforesaid which ought to be contributed by the land owner of such other portion of the said land, and by order under their hands and seals shall direct the payment by him of what shall in their judgment be due and payable in respect of such liability to contribution, with the reasonable costs and charges of such proceedings, to be ascertained by such justices; and thereupon it shall be lawful for the complainant to take the like proceedings for enforcing payment of the said amount of contribution and costs, and with the like restriction as to the arrears recoverable, as are given to the owner of the rent-charge by the said first-mentioned act or this act for enforcing payment of the rent-charge.

17. That service of the said demand in writing, and summons, or of any notice to distrain, or copy of writ to assess the arrears of rent-charge, or notice of the execution thereof under the said first-recited act, or the several acts to amend the same, or this act, upon any person occupying or residing on the land chargeable with the rent-charge, or in case no person shall be found thereon, then affixing the same in some conspicuous place on the land, shall be deemed good service of any such summons, notice, writ, or other proceeding.

18. That it shall be lawful for all defendants in replevin, brought on any distress for rent-charge payable under the said first-recited act, or the several acts to amend the same, or this act, to avow or make cognizance generally that the lands and tenements whereon such distress was made were chargeable with or liable to the payment of a certain yearly amount of rent-charge under the provisions of the statutes for the commutation of tithes in England and Wales, which rent-charge, or some part thereof, was in arrear and unpaid for the space of twenty-one days next after some half-yearly day of payment thereof, and after ten days' notice in writing, as required by the said acts, and that a certain amount of such rent-charge, according to the prices of corn, as directed by the said acts, was at the time of the said distress due to the person entitled to the rent-charge.



19. That where any distress shall be made for any rent-charge payable under the said recited acts or any of them, or this act, and justly due, and any irregularity or unlawful act shall be afterwards done by the party distraining, or his agent, in the conduct, sale, or disposition of the distress, the distress itself shall not be therefore deemed to be unlawful, nor the party making it deemed a trespasser from the beginning, but the party aggrieved by such unlawful act or irregularity may recover full satisfaction for the special damage in an action upon the case; provided nevertheless, that no plaintiff shall recover in any action for any such unlawful act or irregularity, if ten days' notice in writing shall not have been given to the defendant by the plaintiff of his intention to bring such action before the commencement thereof, or if tender of sufficient amends has been made by the party distraining, or his agent, before such action brought, or if after action brought a sufficient sum of money shall have been paid into court, with costs, by or on behalf of the defendant.

20. That this act shall be construed with and as part of the first-recited act, as amended by the several acts passed for the amendment thereof and by this act; and that all provisions in any of the said acts relating to land of copyhold tenure shall apply to land of customary tenure, or any other tenure subject to arbitrary fine; and that all provisions in the said acts or in this act relating to glebe land shall apply to all land holden by any spiritual person in right of his benefice.

21. That this act may be amended or repealed by any act to be passed in this session of parliament.

## CAP. LV.

An Act for the better Regulation of Railways, and for the Conveyance of Troops. [30th July, 1842.]

## CAP. LVI.

An Act for further amending the Laws relating to the Customs. [30th July, 1842.]

(To be continued).

## London Gazette.

TUESDAY, August 16.

## BANKRUPTS.

**WILLIAM FREEMAN**, Acton-street, Bagnigge-wells-road, builder, Aug. 27 at half-past 11, and Sept. 27 at 11, Court of Bankruptcy: Off. ass. Pennell; Sol. Levy, 3, Crescent-pl., Bridge-st., Blackfriars.—Fiat dated Aug. 11.

**HENRY OGLAN**, Holywell-st., Shoreditch, victualler, Aug. 24 at half-past 11, and Sept. 27 at 12, Court of Bankruptcy: Off. ass. Belcher; Sols. Martineau & Malton, 60, Carey-st., Lincoln's-inn-fields.—Fiat dated Aug. 10.

**THOMAS JAMES FEHR**, Birmingham, draper and dealer in straw bonnets, Aug. 26 and Sept. 27 at 11, Waterloo-rooms, Birmingham: Sols. Bartleet, Birmingham; Holme & Co., New-inn.—Fiat dated Aug. 8.

**GEORGE BOYD and WILLIAM BOYD**, Kingston-upon-Hull, millwrights and engineers, Aug. 30 and Sept. 27 at 1, George Inn, Kingston-upon-Hull: Sols. Galloway & Co., Hull; Hicks & Marris, 5, Gray's-inn-square.—Fiat dated July 18.

**ROBERT NICHOLLS MUNTON**, jun., Fletland-mills, Greatford, Lincolnshire, miller, Aug. 29 and Sept. 27 at 12, Standwell's Hotel, Stamford: Sols. Law, Stamford; Temple & Bonner, 16, Fumival's-inn, Holborn.—Fiat dated July 21.

**JOSEPH BAKER and EDWARD SWINBURNE**, Birmingham, timber merchants, Aug. 26 at 10, and Sept. 27 at 12, Waterloo-rooms, Birmingham: Sols. Unett & Sons, Birmingham; Tooke & Son, 38, Bedford-row.—Fiat dated August 8.

**WILLIAM TRUBRIDGE**, Swindon, Wiltshire, grocer and tea-dealer, Aug. 30 and Sept. 27 at 11, Bell Inn, Swindon: Sols. Browne, Swindon; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated July 27.

**HENRY HARWOOD**, Beverley, Yorkshire, linen and woollen draper, Aug. 30 and Sept. 27 at 11, George Inn, Kingston-upon-Hull: Sols. Peter and Robert Wells, Kingston-upon-Hull; Tilson & Co., 29, Coleman-street.—Fiat dated July 20.

**WILLIAM DANIELL**, Abercrae, Mynddyallwyn, Monmouthshire, pyroligneous acid manufacturer, Aug. 29 and

Sept. 27 at 11, Westgate Inn, Newport: Sols. Llewellyn Newport; White & Eyre, 11, Bedford-row.—Fiat date July 30.

**JAMES BOTTOMLEY**, Delph, within Saddleworth, Yorkshire, woollen manufacturer and merchant, Sept. 1 and 2 at 2, Commissioners'-rooms, Manchester: Sols. Higginbottom & Co., Ashton-under-Lyne, Lancashire.—Fiat date July 19.

## MARRIAGES.

*Stephen Hawes Croswell*, Walkbrook, City of London, as *John May*, jun., Devonport, wine and spirit merchants, Aug. 27 at half-past 12, Court of Bankruptcy, pr. d.—*Philip Walters* and *Morgan Llewellyn*, Neath, Glamorganshire, timber merchants, Sept. 6 at 11, Bush Inn, Swansea, last ex.—*John Fisher* and *George Henry Fisher*, Manchester, Manchester warehousemen, August 31 at 2, Commissioners'-rooms, Manchester, last ex.—*Daniel Wade Acreman*, Wm. Ed. Acreman, and *Alfred John Acreman*, Bristol, merchants, Aug. 2 at 11, Commercial-rooms, Bristol, last ex.—*Robert Elliott*, Liverpool, wine merchant, Oct. 27 at 12, Clarendon-rooms, Liverpool, last ex.—*Charles Gatehouse*, Chichester, brewer, Sept. 8 at 1, Dolphin Hotel, Chichester, last ex. and ad. ac.; at 2, div.—*John Bainbridge*, Richmond, Yorkshire, iron-founder, Sept. 7 at 10, Golden Lion Inn, Northallerton, last ex.—*Chas. Bridger*, Hampton, Middlesex, mealman, Sept. 1 at 1, Court of Bankruptcy, and. ac. and div.—*Henry Roder Biggs*, Brewer-street, Golden-square, carpenter, Sept. 8 at half-past 1, Court of Bankruptcy, and. ac.—*James Bradshaw* and *George Williams*, Marylebone-street, Piccadilly, wooll-drappers, Sept. 8 at 12, Court of Bankruptcy, and. ac. and div.—*John Adams Cater*, Hertford, maltster, Sept. 6 at 12, Court of Bankruptcy, and. ac. and div.—*Angelo Pontecorvoli*, Broad-st., Golden-square, Middlesex, oil and Italian warehouseman, Sept. 6 at 11, Court of Bankruptcy, and. ac. and div.—*James Barrat*, Great Pulteney-street, Golden-square, builder, Sept. 7 at 11, Court of Bankruptcy, and. ac. and div.—*Chas. Homer*, sen., West Bromwich, Staffordshire, wine and spirit merchant, Nov. 2 at 1, Waterloo-rooms, Birmingham, and. ac.—*Elliott Whitney*, Liverpool, soap boiler, Sept. 6 at 1, Clarendon-rooms, Liverpool, and. ac.—*Samuel Phillips* and *Joseph Phillips*, Liverpool, merchants, September 8 at 1, Clarendon-rooms, Liverpool, and. ac.—*John Luce*, Bristol, wooll-draper, Sept. 9 at 2, Commercial-rooms, Bristol, and. ac.—*James Lorymer*, Bristol, corn-factor, Sept. 9 at 2, Commercial-rooms, Bristol, and. ac.—*Wm. Grundy*, Manchester, yarn dealer, Sept. 12 at 10, Commissioners'-rooms, Manchester, and. ac.—*Thos. Charlton* and *Edw. Thompson*, South Shields, Durham, spirit dealers, Sept. 8 at 11, Bankrupt Commissioners'-room, Newcastle-upon-Tyne, and. ac.—*J. Macaire*, *Jas. Linneman*, and *Jos. Chas. Berger*, Liverpool, merchants, Sept. 7 at 1, Clarendon-rooms, Liverpool, and. ac. and div. sep. est. of *John Macaire* and *Jos. Chas. Berger*.—*W. B. Still*, Jewin-st., Cripplegate, builder, Sept. 8 at 2, Court of Bankruptcy, fin. div.—*Richard Sanderson*, Leeds, Yorkshire, corn factor, Sept. 13 at 1, Commissioners'-rooms, Leeds, and. ac.; at 2, first and fin. div.—*Jos. Carruthers Nicholson*, Liverpool, merchant, Sept. 7 at 12, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—*W. Routledge*, Liverpool, wine and spirit merchant, Sept. 8 at 11, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—*James Johnson*, Manchester, innkeeper, Sept. 7 at 1, Commissioners'-rooms, Manchester, and. ac.; at 2, first and fin. div.—*Geo. Malam*, Spalding, Lincolnshire, gas manufacturer, Sept. 7 at 12, White Hart Inn, Spalding, and. ac.; at 1, fin. div.—*Edw. Fowng*, Birchington, Thanet, Kent, blacksmith, Sept. 5 at 10, London Hotel, Margate, and. ac.; at 11, div.—*John L. Shepherd* and *Hen. Drew*, Southampton, innkeepers, Sept. 12 at 1, Star Inn, Southampton, and. ac. and div.—*John Higgins* and *Jas. Mannock*, Dukinfield, Cheshire, engineers, Sept. 9 at 10, Commissioners'-rooms, Manchester, and. ac.; at 11, div.—*Sam. Smith*, Sheffield, Yorkshire, cutlery manufacturer, Sept. 8 at 12, Town-hall, Sheffield, and. ac.; at 1, div.—*John Lloyd*, Beaumaris, Anglesey, farmer, Sept. 8 at 11, Uxbridge Arms Hotel, Carnarvon, and. ac.; at 12, fin. div.—*William Bushell*, Evesham, Worcestershire, innkeeper, Sept. 8 at 11, White Hart Inn, Worcester, and. ac.; at 12, div.—*Thomas Winder*, Lancaster, brazier, Sept. 12 at 11, Kings Arms Inn, Lancaster, and. ac.; at 12, div.—*John Anderson* and *Wm. Garrow*, Liverpool, merchants, Sept. 8 at 12, Clarendon-rooms, Liverpool, and. sep. est. of *W. Garrow*.—*Samuel Phillips* and *Joseph Phillips*, Liverpool, merchants, Sept. 8 at 2, Clarendon-rooms, Liverpool, div.

## CERTIFICATES TO BE ALLOWED,

Unless Cases shewn to the contrary, on or before Sept. 6.

*Wm. Lawrence, King William-st., money scrivener.—H. Marshall, High Holborn, tallow melter.—G. F. Fairclough, Liverpool, banker.—Wm. Hooper, Reading, Berkshire, tobacco manufacturer.—Jas. Peel, Newcastle-upon-Tyne, picture dealer.—John Bewers, Chipstead, Kent, grocer.—Chas. Carr, Heaton Norris, Stockport, and Lancaster, cotton manufacturer.—Wm. G. Smyth, Vauxhall-walk, Vauxhall, Surrey, sugar.*

## PARTNERSHIP DISSOLVED.

*Edw. Doyle and John Godden, Great James-st., Radford-row, attorneys and solicitors.*

## SCOTCH SEQUESTRATIONS.

*David Kinmonth, Dunning, merchant.—Lauchlan Arthur, Holyrood, shoemaker.—Henry Coll, Glasgow, jeweller.—Jas. Campbell, Peters-hill, potato merchant.*

## INSOLVENT DEBTORS.

Saturday, Aug. 13, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Eliz. Hammond, Hurst-green, near Lamberhurst, Sussex, out of business, No. 59,007 C.; Henry Fulcher, assignee.—Jacob Gee, Heywood, near Bury, Lancashire, publican, No. 59,643 C.; Luke Knowles and John Crowther, assignees.—James Park, Halkne, Manchester, iron and steel merchant, No. 59,789 C.; James Dimson, assignee.—Robt. Prichard, Tiverton, Devonshire, veterinary surgeon, No. 60,427 C.; Robt. Haydon, assignee.—Wm. P. Crute, Alpha-cottages, Alpha-road, Regent's-park, oilman, No. 53,548 T.; T. B. Rowe, assignee.—L. Dean, Stockport, Cheshire, cotton waste spinner, No. 59,921 C.; James Cartwright, assignee.—Thos. Evans, Bishop Stortford, Herefordshire, registrar of births and deaths, No. 59,844 C.; R. Jennings and E. Phillips, assignees.—W. M. Peacock, Lea-bridge-road, Clapton, land surveyor, No. 43,539 T.; Alex. Sempie, assignee.—Thos. Dixon, Stanhope-in-Weardale, Durham, blacksmith, No. 60,005 C.; Charles Bohm, assignee.—David Livingston, Bishopsgate-st. Within, bread and biscuit baker, No. 53,535 T.; R. A. Thomas and W. Paritt, assignees.—John Fagg, Warehorn, near Ashford, Kent, shopkeeper, No. 60,112 C.; James Moore, assignee.—J. B. Goldsmith, Barnwell, Cambridgeshire, No. 60,322 C.; Wm. Papworth, assignee.—Stephen Hibbert, Bruton-street, Berkeley-sq., gentleman's coachman, No. 51,596 T.; A. B. Lambie, assignee.—John Calthorp, Renhold, Bedfordshire, attorney's clerk, No. 53,270 T.; D. Abbott and Jas. Laasy, assignees.—Wm. P. Bannerman, Surrey-st., Strand, purser's clerk, royal navy, No. 53,384 T.; D. F. Cator, assignee.—J. Bigby, Wigan, Lancashire, grocer, No. 58,915 C.; G. Williams and T. Byrom, assignees.—Timothy Thomas, Wrexham, Denbighshire, wheelwright, No. 60,439 C.; T. Owens, assignee.—James Banks, Liverpool, bookseller, No. 60,219 C.; John Gonnell, assignee.—Geo. McIlroy, Ulverstone, Lancashire, joiner, No. 59,469 C.; Isaac Penny, assignee.—Jos. Abbott, Debenham, Suffolk, auctioneer, No. 59,309 C.; John King, assignee.*

## INSOLVENT DEBTOR'S DIVIDEND.

*Henry Williams, Town Malling, Kent, farmer, Aug. 18, Selby & Co.'s, Malling: 2s. 3½d. in the pound.*

## FRIDAY, AUGUST 19.

## BANKRUPTS.

*WALTER GEORGE DODDS, Howford-bdgs., Fenchurch-st., merchant, Aug. 29 at half-past 1, and Sept. 30 at 11, Court of Bankruptcy: Off. ass. Belcher; Sols. Turner & Hensman, Basing-lane.—Fiat dated Aug. 9.*

*FRANCOIS GAUTIER, Gould-sq., Crutched-friars, merchant, Sept. 2 and 30 at 12, Court of Bankruptcy: Off. ass. Pennell; Sol. Cotterill, 32, Throgmorton-street.—Fiat dated Aug. 8.*

*JOHN ADAMS, George-st., Spitalfields, furniture dealer and leather factor, Aug. 27 at 1, and Sept. 30 at 11, Court of Bankruptcy: Off. ass. Graham; Sol. Morel, 50, Lincoln's-inn-fields.—Fiat dated Aug. 17.*

*FREDERICK NURSE, Dudbridge-wharf, Stonehouse, Gloucestershire, coal merchant, Aug. 30 and Sept. 30 at 10, Golden Cross Inn, Caincross: Sol. Stephen, 4, Skinner's-place, Sisc-lane.—Fiat dated Aug. 13.*

*THOMAS BOMFORD, Elmatone Hardwick and Cheltenham, Gloucestershire, hay, corn, straw, and coal dealer, Sept. 12 and Oct. 4 at 12, Royal Hotel, Cheltenham: Sols. Addison & Smallbridge, Gloucester; Lewis, 4, Verulam-buildings, Gray's-inn.—Fiat dated Aug. 6.*

*JANE JONES, widow, Carnarvon, woollen draper and general shopkeeper, Sept. 6 and 30 at 11, Eagles Inn, Carnarvon: Sols. Griffith, Eldon-cottage, Carnarvon; Jones, 11, Parliament-st., Westminster.—Fiat dated May 10.*

*EDWARD ROBERTS, Oswestry, Shropshire, draper and grocer, Sept. 3 and 30 at 11, Shire-hall, Shrewsbury: Sols. Salter, Ellemere; Raimondi & Gooday, Gray's-inn.—Fiat July 15.*

*WILLIAM NASH, Oldbury, Shropshire, grocer, Aug. 27 and Sept. 27 at 11, Waterloo-rooms, Birmingham: Sols. Brown, Bilston; Williamson & Hill, 4 Verulam-buildings, Gray's-inn.—Fiat dated Aug. 10.*

*THOMAS MENNELL, Leeds, Yorkshire, cloth merchant, Sept. 2 and 30 at 2, Commissioners'-rooms, Leeds: Sols. Blackburn, Leeds; Walker, 13, Farnival's-inn.—Fiat dated Aug. 5.*

*FREDERICK BAKER, Birmingham, victualler, Aug. 31 at 2, and Sept. 27 at 1, Waterloo-rooms, Birmingham; Sols. Shaw, Dudley; Austin, 37, Threadneedle-street.—Fiat dated Aug. 12.*

*RICHARD GAULTON, Dorchester, licensed victualler and innkeeper, Aug. 29 and Sept. 30 at 11, King's Arms Inn, Dorchester: Sols. Phillips, Weymouth; Trehern & White, Leads-hall-street.—Fiat dated July 21.*

*THOMAS CARTER, Stafford, builder, Sept. 1 and 30 at 12, Star Inn, Stafford: Sols. Seckerson & Bell, Stafford; Clowes & Wedlake, 10, King's Bench-walk, Inner Temple.—Fiat dated Aug. 16.*

*ROBERT JOSEPH WRANGHAM, Great Driffield, Yorkshire, grocer and draper, Aug. 31 at 11, and Sept. 30 at 1, George Inn, Kingston-upon-Hull: Sols. Jennings & Conyers, Driffield; Hawkins & Co., 2, New Boswell-court, Lincoln's-inn.—Fiat dated July 9.*

## MISCELLANEOUS.

*John Rowlett, Liverpool, merchant, Sept. 12 at 2, Clarendon-rooms, Liverpool, and ac.; at 3, div.—Wm. Marston, Manchester, yarn merchant, Sept. 12 at 1, Commissioners'-rooms, Manchester, pr. d. and div.; Sept. 13 at 1, aud. ac.—Jos. Radford, Appleby, Westmoreland, draper, Sept. 12 at 11, Commissioners'-rooms, Manchester, and ac.; at 12, div.—Thos. Johnson, Liverpool, stationer, Sept. 9 at 1, Clarendon-rooms, Liverpool, and ac.—John Alexander, Pendleton, Lancashire, common brewer, Sept. 9 at 11, Commissioners'-rooms, Manchester, and ac.—Richard Erwin and John Gould Erwin, Manchester, drapers, Sept. 9 at 10, Commissioners'-rooms, Manchester, and ac.—James Gibson, Over-Darwen, Blackburn, Lancashire, cotton cloth manufacturer, Sept. 9 at 4, Swan Hotel, Bolton, and ac.; at 6, div.—J. Mottershead, Liverpool, Lancashire, shipwright, September 12 at 11, Clarendon-rooms, Liverpool, and ac.; Sept. 13 at 12, fin. div.—William Wilking Bulley, Liverpool, merchant, Sept. 10 at 12, Clarendon-rooms, Liverpool, and ac.; at 1, div.—Lancelot Beck, Bristol, broker, Sept. 13 at 1, Commercial-rooms, Bristol, and ac.—Thos. Fidgeon, Edw. Getley, and Hen. Lomas, Birmingham and Sheffield, merchants, Sept. 16 at 11, Waterloo-rooms, Birmingham, and ac.; at 12, fin. div.—John C. Lucas and Thos. Lucas, Aldersgate-st., lozenge manufacturers, Sept. 12 at half-past 11, div.—Wm. Straker, West Strand, bookseller, Sept. 12 at 11, Court of Bankruptcy, fin. div.—John Graham, Hackney-road, grocer, Sept. 12 at 12, Court of Bankruptcy, div.—Wm. Nettleton, George-st., Hanover-sq., tailor, Sept. 12 at 1, Court of Bankruptcy, div.—Thomas Plowman, Yeovil, Somersetshire, saddler, Sept. 15 at 11, Antelope Inn, Dorchester, and ac.; at 12, first and fin. div.—John Marrow, Thatto-heath, within Sutton, near Prescot, and Thomas Frodsham, Toxteth-park, near Liverpool, common brewers, Sept. 9 at 11, Clarendon-rooms, Liverpool, and ac.; at 12, div. sep. est. T. Frodsham.—John Nicholson, Cheltenham, Gloucestershire, brewer, Sept. 26 at 1, Royal Hotel, Cheltenham, and ac.; at 2, div.—John Slater, R. B. Wyld, and Jas. Slater, Bradshaw, near Bolton-le-moors, and Clayton-mills, near Manchester, bleachers, Sept. 15 at 12, Commissioners'-rooms, Swan Hotel, Bolton-le-moors, and ac.; at 1, div.—Wm. Southworth, Sharples, Lancashire, shopkeeper, Sept. 10 at 10, Commissioners'-rooms, Swan Hotel, Bolton-le-moors, and ac.; at 11, fin. div.—W. G. Taylor, Little Bel-*

ton, Lancashire, cotton spinner, Sept. 9 at 11, Commissioners' rooms, Swan Hotel, Bolton-le-Moors, pr. d.; at 2, aud. ac.—*John M. Knott*, Camphill, Aston nigh Birmingham, wholesale stationer, Sept. 10 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*A. Wise*, Ford House, Woborough, *W. S. Bentall*, and *Robt. Farwell*, Totness, Devonshire, bankers, Sept. 17 at 11, Old London Inn, Exeter, aud. ac.; at 1, fin. div. sep. est. *R. Farwell*.—*George Robertson*, *John Garrow*, and *John Alexander*, Liverpool, ship chandlers, Sept. 15 at 10, Clarendon-rooms, Liverpool, div. sep. est. *G. Robertson*; at 11, div. sep. est. *J. Garrow*; at 12, div. sep. est. *J. Alexander*.—*Elizabeth Linstead*, Liverpool, pawnbroker, Oct. 20 at 11, Clarendon-rooms, Liverpool, div.—*Henry West*, Tibenham, and Asacton, Norfolk, draper, Sept. 12 at 2, Royal Hotel, Norwich, aud. ac.; at 3, fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Sept. 9.*  
*Edward Harper*, Steeple Claydon, Buckinghamshire, and Bicester, Oxfordshire, grocer.—*William Wisedill* and *William Cockett*, New-cut, Lambeth, ironmongers.—*John Bousser*, Milton-st., Dorset-sq., and Preston-lodge, Lark-hall-lane, Clapham, Surrey, timber merchant.—*E. C. Taylor*, Albany-st., Regent's-park, fishmonger.—*John Richardson*, Half-moon-st., Piccadilly, victualler.—*J. Rackham*, jun., Long-acre, coach-builder.—*J. Pearson*, Kingwinford, Staffordshire, maltster.—*Wm. Ballinger*, Swansea, Glamorganshire, baker.—*J. Tattersall*, Heath Charnock, Lancashire, coal merchant.

#### PARTNERSHIP DISSOLVED.

*A. Bell* and *J. Law*, Manchester, attorneys and solicitors.  
**SCOTCH SEQUESTRATIONS.**  
*Benj. Sutherland*, jun., Dunfermline, draper.—*Thos. Kerr*, Myreside of Inverkeilor, farmer.—*Andrew Welch*, Bridgend, Perth, coal merchant.

#### INSOLVENT DEBTORS' DIVIDENDS.

*James Launder*, Gray's-inn-lane, painter, Aug. 25, Bowman's, 45, Southampton-buildings, Holborn: 2s. 4d. in the pound.—*John Stevens*, Cambridge, wine merchant, Aug. 26, Fulcher's, Osborn-st., Whitechapel: 1s. 4½d. in the pound.—*John Martin*, Devonport, tailor, Aug. 27, Little & Hearle's, Devonport: 1s. 9½d. in the pound.

#### MEETING.

*John Raynor*, Carmarthen, out of business, Sept. 5 at 12, Gardnor's, Carmarthen, sp. affairs.

In a few days will be published, Vol. 7 of

**JARMAN AND BYTHEWOOD'S CONVEYANCING.**  
 3rd Edition. By G. SWEET, Esq., of the Inner Temple, Barrister at Law. With extensive Alterations and Additions. In this Edition, the Precedents are corrected and adapted to the present state of the Law, new Forms are introduced, and the Notes on the Law of Conveyancing, which in the former Editions were dispersed among the Precedents, are collected into distinct Treatises at the commencement of each Title; and such subjects as appeared deficient are supplied.

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# The Jurist

No. 294.

LONDON, AUGUST 27, 1842.

PRICE 1s.

*The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—*

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Vice-Chancellor Wigram's Court .....	E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, AUGUST 27, 1842.

As the County Courts Bill was withdrawn for the express purpose of allowing it to be considered during the recess of Parliament, and as we are to presume that the opinions of the Profession on this most important Bill will not be considered undeserving attention, we feel that we shall be justified in returning to it perhaps on more than one occasion; and we shall now address ourselves to a point on which we slightly touched in a former Number, in commenting on one of the preceding County Courts Bills.

It does not appear that the present Bill, any more than any of its predecessors, contemplates bringing justice home to the poor man's door in matters of equitable jurisdiction. The remedies, such as they are, appear exclusively destined for legal rights; pleas of personal actions for debt or damage not exceeding 20*l.*; actions of replevin; certain remedies for recovering possession of tenements &c. are noticed; but not one word is to be found affecting such matters as the administration of the estates of deceased persons, for the benefit of creditors or legatees; construing and carrying trusts into effect; enforcing the specific performance of contracts; injunctions to restrain the doing of acts, which, being done, cannot be adequately compensated for in damages; and the like matters falling within the circle of equitable jurisdiction.

Suppose A. sells a horse to B. for 19*l.*, and then B., finding it defective, returns it, and demands back his money: it is in contemplation that he shall have a remedy by action in the County Court, because it is a great hardship to impose on him the necessity of proceeding for so trifling an amount, under the expensive process of one of the superior Courts. But if A. dies intestate, leaving 100*l.*, and it is uncertain who are his next of kin, his administrator and the claimants are not to have any tribunal to which they can resort, short of

the inaccessible Court of Chancery, to ascertain who are the parties entitled, and to administer the property; or if, instead of dying intestate, he makes his will, and bequeaths his 100*l.* to his married daughter, in such form as to give her only an equitable chose in action; or if he bequeaths it on any trusts of intricacy; the County Courts Bill provides no cheap judicial process for enforcing, in the first case, the payment to the husband, subject to his making an equitable settlement on the wife, or, in the second, for a due administration of the trusts. Again: suppose A. contracts to build a wall for B. for 20*l.*, it is thought by the framers of this Bill important to give B. a cheap remedy in the County Court against A., if he does not fulfil his contract. But if the contract were for the sale to B. of a freehold field, then he is to be left with no better remedy than he has now; that is, practically with none; for of course, if it be imprudent, on account of the expenditure of time and money, to litigate in a court of law, where the sum in question does not exceed 20*l.*, it would be absolutely frantic madness to go into the Court of Chancery.

Why there is in all the Bills for County Courts this omission of all equitable remedies, we have never been able to conjecture. We are not indeed ourselves among those who have much opinion of the general principle of what is termed cheap justice, that is, very summary, coarse adjudication in trifling disputes. We have always, we believe, in common with the great majority of the profession, felt inclined to the opinion, that trifling disputes are best settled out of Court, and that the inducement offered by cheap justice, even if bonâ fide justice can be at all obtained at a cheap rate, to incessant petty litigation, and to the generation and employment of a most pernicious class of legal agents, will far outweigh the supposed advantages of a judicial determination. But still if the settlement of trifling rights is to be arrived at by judicial process, the application of the principle

should not be confined to one, and that perhaps not the largest class of rights; and while the law recognises, as it does, equitable as well as legal rights and liabilities in respect of small amounts of property, there seems no conceivable reason why it should provide remedies for such legal rights, on the ground of the inconvenience of attaining them in the Superior Courts, and refuse remedies for equitable rights, which it is not merely inconvenient, but absolutely impossible to obtain in the Superior Courts of Equity.

The justice of the poor man's claim to cheap equity as well as to cheap law, can hardly, we think, be contested. It cannot be denied that equitable questions arise to a considerable extent in regard to very trifling amounts of property. Indeed, it is by no means an unfrequent occurrence with equity lawyers, to find it their duty to advise clients against litigation in the Court of Chancery, on the sole ground of the smallness of the property in contest. Neither can it be denied that it must be as important to the poor man to have justice administered to him in regard to his equitable rights, as it is in regard to his legal rights. The only question then is, whether the practical difficulty of framing Courts to administer cheap equity, so far exceeds that of framing them to administer cheap law, as to render it expedient to withhold the former, while the latter is conceded. And we confess we see no such superior difficulty.

First, with regard to the Judge: any individual at all competent by his general legal acquirements to administer the law in a County Court, will in a short space of time acquire, if he does not before his appointment possess, sufficient knowledge of equity to administer it in such matters as would be brought before him. Secondly, as to the proceedings: if the only plan hitherto at all patronized by the Legislature for attaining cheapness, be adopted, viz. the abolition of pleadings, as well as of barristers and attorneys, then there seems to be scarcely any more difficulty in adapting County Courts for equitable than for legal jurisdiction. It would seem merely requisite to invest such Courts with the power of entertaining suits touching such matters as constitute the subject of suits in Equity, and to require them in such matters, to hear and determine according to the principles adopted by the superior Courts of Equity. If on the other hand, the Legislature shall find, as we trust it will, that pleadings cannot be dispensed with, then the framing of such short forms of pleadings for suits in Equity, as will at once suffice to bring the matter of the suit, and no more, properly before the Court, and at the same time avoid much expense, will of course be a matter of no small difficulty; but it does not seem a difficulty more absolutely insurmountable than that of reducing in the same ratio pleadings in actions at law. The plaintiff might, for instance, file a short bill, simply stating the ground of complaint in paragraphs, numbered as the interrogatories of a bill in Chancery are now numbered, and praying general relief. To this the defendant might be required to put in upon oath an answer denying, admitting, or ignoring the facts alleged, by reference to the numbers of the allegations. Thus, for instance, "the defendant denies wholly the truth of the allegation numbered 1; he admits the truth of the allegation num-

bered 2; and as to all the other allegations in the bill, he is ignorant." To compensate for the deficiency of such a mode of pleading, and for sifting the conscience of a contumacious defendant, so as to prevent evasion and elicit the whole truth, the court might have power at the hearing to question him on the matters contained in his answer, at the same time protecting him, both in respect to his answer and to his examination, against making admissions tending to expose him to penalties and forfeitures. No such things as demurrers, pleas, exceptions, or any dilatory pleadings, could of course be admitted; and the evidence of witnesses would be taken *viva voce*.

In suits of a purely administrative character, or in amicable suits instituted solely for the purpose of having a judicial opinion on some point or points of difficulty in the construction of a will or deed, perhaps hardly any pleadings would be requisite. The parties might be permitted to submit a short statement of the point in dispute, and on that, and on inspection of the instruments in which it occurred, the cause might be heard.

In throwing out these very general observations and propositions, we wish not to be understood as absolutely advocating petty Local Courts for the administration of cheap equity; we merely seek to call the attention of the Profession to the consideration of this question, whether, if Local Courts are to be established, and if cheap justice is to be administered to the poorer classes of suitors, a provision ought not to be made for adjudicating upon their equitable as well as on their legal interests. If, as we have asserted, it be incontestable that, in the administration of deceased persons' estates, in the execution of trusts, in the construction of wills, in the due performance of contracts, and such-like equities, difficulties exist to a very large extent in reference to such amounts of property as are possessed by the humbler classes; and if it be true that to provide for adjudication in such matters, is in reference to a similar provision for adjudicating on legal rights, and is a question only of the degree of difficulty, why in the name of common sense should the Legislature treat legal rights as alone deserving a cheap remedy, and pay no more attention to equitable ones than if they had no existence at all? Why draw an impassable line of distinction?

#### ORDERS ISSUED BY THE LORD CHANCELLOR.

By a General Order, made in the matter of the suitors of the Court of Chancery, dated 8th July, 1842, it was ordered, that, in the execution of the orders of the court, directing any annual payment to be made out of interest or dividends to accrue after the 5th April, 1842, upon such of the funds standing in the name of the Accountant-General, whereon the cashiers of the Bank of England should receive the interest, after a deduction of 7d. for every 20s. of the accumulated amount thereof, in pursuance of the act therein mentioned, the Accountant-General should draw only for so much of the same as should be the amount thereof, after deducting the said duty imposed by the said act, except in cases in which the court order expressly otherwise.

#### COURT OF BANKRUPTCY.—July 15.

Whereas, by an order of the Lord Chancellor, made on the 28th of June last, it was therein directed that all drafts for dividends, under any bankrupt's estate, which had been delivered to any official assignee by the Accountant in Bankruptcy, for more than six calendar months, the same having been previously signed by such Accountant, but which had not been issued to any

creditor of such estate, should be forthwith brought by such official assignee, together with a separate list thereof under each estate, to any one or more of the commissioners of her Majesty's Court of Bankruptcy, who should thereupon be at liberty to cancel the same, and to direct such several lists to be filed with the proceedings of the respective bankruptcies: And whereas the said order further authorized any one or more of the said commissioners to make such order or orders as should be necessary for the preparation of a new draft or drafts for the dividend or dividends due to any such creditor or creditors, upon his or their applying for the same, and directed that such new drafts should be prepared in the form described in schedule B, annexed to the order of the Lords Commissioners for the custody of the Great Seal, dated 31st October, 1835, and should be signed and countersigned in the same manner as the original draft, and afterwards paid by some one of the cashiers of the Bank of England, out of the monies standing to the credit of the general account of the Accountant in Bankruptcy.

We do therefore order, that, on the application of a creditor for any dividend or dividends, the official assignee of the estate from which such dividend is payable, shall, if satisfied that the creditor is entitled to receive it, and upon the production of the securities (if any) exhibited on the proof of the debt, make a new draft [*Here follows the form of draft, which creditors on applying for their dividends may get at every official assignee's office in London.*] And which draft shall be left with one of the commissioners, who will compare it with the list of cancelled drafts filed with the proceedings; and, if correct, make an order upon the draft, directing the Accountant in Bankruptcy to sign the same, which the said Accountant will afterwards return to the official assignee of that estate; and when so signed and countersigned by the official assignee, may then be issued to the creditor, or to some party duly authorized by him on signing a receipt for the dividend.

CHAS. FRED. WILLIAMS. R. G. C. FANE.  
J. H. MERVILLE. EDWARD HOLROYD.  
J. S. M. FONBLANQUE.

## EQUITY SITTINGS, MICH. TERM, 1842.

### Court of Chancery.

*Before the LORD CHANCELLOR, at Westminster.*

Wednesday.. Nov. 2	Appeal Motions.
Thursday..... 3	Petition Day.
Friday..... 4	} Appeals.
Saturday..... 5	
Monday..... 7	
Tuesday..... 8	} Appeal Motions.
Wednesday..... 9	
Thursday..... 10	
Friday..... 11	} Appeals.
Saturday..... 12	
Monday..... 14	
Tuesday..... 15	} Appeal Motions.
Wednesday..... 16	
Thursday..... 17	
Friday..... 18	} Appeals.
Saturday..... 19	
Monday..... 21	
Tuesday..... 22	} Appeal Motions.
Wednesday..... 23	
Thursday..... 24	
Friday..... 25	

### Vice-Chancellors' Courts.

*Before the VICE-CHANCELLOR OF ENGLAND, at Westminster.*

Wednesday.. Nov. 2	Motions.
Thursday..... 3	Petitions.
Friday..... 4	Unopposed Petitions, Short Causes, and Ditto.

Saturday..... 5	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday..... 7	
Tuesday..... 8	
Wednesday..... 9	} Motions.
Thursday..... 10	
Friday..... 11	
Saturday..... 12	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday..... 14	
Tuesday..... 15	
Wednesday..... 16	} Motions.
Thursday..... 17	
Friday..... 18	
Saturday..... 19	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday..... 21	
Tuesday..... 22	
Wednesday..... 23	} Unopposed Petitions, Short Causes, and General Paper.
Thursday..... 24	
Friday..... 25	

*Before VICE-CHANCELLOR KNIGHT BRUCE, at Westminster.*

Wednesday.. Nov. 2	Motions.
Thursday..... 3	Petitions and Causes.
Friday..... 4	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday..... 5	
Monday..... 7	
Tuesday..... 8	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..... 9	
Thursday..... 10	
Friday..... 11	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday..... 12	
Monday..... 14	
Tuesday..... 15	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..... 16	
Thursday..... 17	
Friday..... 18	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday..... 19	
Monday..... 21	
Tuesday..... 22	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..... 23	
Thursday..... 24	
Friday..... 25	Motions and Ditto.

*Before VICE-CHANCELLOR WIGRAM, at Westminster.*

Wednesday.. Nov. 2	Motions.
Thursday..... 3	Petitions and Causes.
Friday..... 4	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday..... 5	
Monday..... 7	
Tuesday..... 8	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..... 9	
Thursday..... 10	
Friday..... 11	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday..... 12	
Monday..... 14	
Tuesday..... 15	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..... 16	
Thursday..... 17	
Friday..... 18	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday..... 19	
Monday..... 21	
Tuesday..... 22	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday..... 23	
Thursday..... 24	
Friday..... 25	Petitions.



## PUBLIC GENERAL STATUTES.

5 &amp; 6 VICTORIA.—SESSION 2.

(Continued from p. 298.)

## CAP. LVII.

An Act to continue until the 31st day of July, 1847, and to the End of the then next Session of Parliament, the Poor Law Commission; and for the further Amendment of the Laws relating to the Poor in England. [30th July, 1842.]

Whereas by an act passed in the 5 Will. 4, [c. 76], intitled "An Act for the Amendment and better Administration of the Laws relating to the Poor in England and Wales," provision was made for the appointment of poor-law commissioners, assistant commissioners, secretaries, and other officers, and for their continuance in office until the end of the session of parliament held next after the 14th August, 1839, and by other acts passed respectively in the 3, 4, & 5 Vict. provision was made for their further continuance in office until 31st July, 1842, and it is expedient to extend such provisions; be it therefore enacted &c., That every poor-law commissioner appointed by his late Majesty, or appointed or to be appointed by her Majesty the Queen, her heirs and successors, and every assistant commissioner, secretary, and other officer and person duly appointed by the poor law commissioners, shall be empowered (unless he shall previously resign or be removed) to hold his office, and exercise the powers thereof, until the 31st July, 1847, and thenceforth until the end of the then next session of parliament; and until the expiration of the said period it shall be lawful for her Majesty, her heirs and successors, from time to time, at pleasure, to remove any of the said commissioners for the time being, and upon every or any vacancy in the number of commissioners, either by removal or by death or otherwise, to appoint by warrant under the royal sign manual some other fit person to the said office, and until such appointment it shall be lawful for the surviving or continuing commissioner or commissioners to act as if no such vacancy had occurred.

2. And whereas by the said first-recited act it is provided, that it shall not be lawful for the poor-law commissioners to appoint more than nine assistant commissioners to act at any one time, unless the Lord High Treasurer, or the Commissioners of her Majesty's Treasury, for the time being, or any three or more of them, shall consent to the appointment of a greater number; be it enacted and provided, That after the 31st day of December in the year 1842 it shall not be lawful in any case for the poor-law commissioners to appoint or continue in office more than nine assistant commissioners to act in England and Wales: Provided always, that after the passing of this act, whenever it may seem fitting to the said commissioners, or whenever they may be thereunto required by her Majesty's principal Secretary of State for the Home Department, the said commissioners, with the consent of the Lord High Treasurer or the Commissioners of her Majesty's Treasury for the time being, or any three of them, shall appoint some person, being a doctor in medicine, a barrister at law, a member of the Royal College of Surgeons of London or Dublin, an architect or surveyor, and not being one of the assistant commissioners as aforesaid, or some two or more of such persons, to act either in England or Ireland as an assistant commissioner or assistant commissioners, for the purpose of conducting any special inquiry, for a period not exceeding thirty days; and the said commissioners shall delegate to every person so appointed for the purpose of conducting such inquiry all such of the powers of the said commissioners as they may deem necessary or expedient, for summoning witnesses and conducting such inquiry; and every such appointment shall be subject to the approval of one of her Majesty's principal Secretaries of State; and every person so appointed as aforesaid to conduct any special inquiry shall, before he enter on the execution of his duties, take the following oath before one of the judges of her Majesty's Court of Queen's Bench or Common Pleas, or one of the barons of the Exchequer in England or Ireland, as the case may be:

'I, A. B. do swear, that I will faithfully and honestly, according to the best of my skill and judgment, inquire into all matters and things which I may be lawfully directed to examine into, and will truly and impartially report thereon.' And it shall not be necessary to notify the appointment of any such person, or the taking of the oath aforesaid, otherwise

than by publishing a notification of the same in the *London Gazette*, and by signifying the same, under the seal of the said commissioners, to the clerk of the peace of the county or counties within which the inquiry in question is to be made: Provided always, that if any person be charged with any misconduct in any matter relating to the administration of the law for the relief of the poor, and if any such special inquiry aforesaid be directed to be made into such charge, the person bringing such charge shall be entitled to make the same at such inquiry by his counsel or attorney, and the person charged with such misconduct shall be entitled to make his defence at such inquiry by his counsel or attorney; but nothing herein contained shall release any person charged with any misconduct or bringing any charge of misconduct, from the liability to be himself examined at any such inquiry in respect of the matter of such charge, in the same manner and subject to the same penalties as under the said first-recited act.

3. That whenever any general rule of the said commissioners shall be in force, it shall not be lawful for the said commissioners to issue any particular rule, order, or regulation, addressed to any single parish or union, by which such general rule or any part thereof would be rescinded or suspended, unless one of her Majesty's principal Secretaries of State has first signified to the said commissioners his approval of such particular rule in writing.

4. That every order of the said commissioners suspending or dismissing any paid officer from the exercise of his office, in which the said commissioners shall declare that the urgency of the case requires that such order should take effect within the period of fourteen days, shall come into force at such time as the said commissioners shall in such order direct, notwithstanding that fourteen days shall not have expired since a written or printed copy of the same shall have been sent by the said commissioners, as required by the first-recited act.

5. That it shall be lawful for the guardians of any parish or union, subject always to the powers of the poor-law commissioners, to prescribe a task of work to be done by any person relieved in any workhouse, in return for the food and lodging afforded to such person; but it shall not be lawful to detain any person against his will for the performance of such task of work for any time exceeding four hours from the hour of breakfast in the morning succeeding the admission of such person into the workhouse; and if any such person, while in such workhouse, refuse or neglect to perform such task of work suited to his age, strength, and capacity, or wilfully destroy or injure his own clothes, or damage any of the property of the board of guardians, he shall be deemed an idle and disorderly person within the meaning of an act passed in the 5 Geo. 4, [c. 83, s. 3], intitled "An Act for the Punishment of idle and disorderly Persons, and Rogues and Vagabonds, in that Part of Great Britain called England."

6. That every board of guardians appointed under the provisions of the said first-recited act, or acting under the regulations of the said commissioners for the relief of the poor, and the relieving officers of such guardians, shall have the like powers as overseers have with respect to insane persons under the provisions of an act passed in the 9 Geo. 4, [c. 40], intitled "An Act to amend the Laws for the Erection and Regulation of County Lunatic Asylums, and more effectually to provide for the Care and Maintenance of Pauper and Criminal Lunatics in England," or of any act or acts passed to amend the same; and every such board of guardians shall from time to time pay or cause to be duly paid to the treasurer, managers, or keepers of any county lunatic asylum, public hospital, or licensed house respectively, all costs lawfully due in respect of any poor person maintained in such county lunatic asylum, public hospital, or licensed house; and if such costs shall not be duly paid by such board of guardians or overseers of the parish to which such poor person may have been chargeable according to the provisions of the said recited acts, then and in such case it shall be lawful for any two justices to proceed to the recovery of the said costs, by making and enforcing an order for the same on the overseers of the aforesaid parish, according to the provisions of the said recited acts; and it shall be lawful for any such board of guardians to contract with any person duly licensed to practise as a medical man to certify as to the state and condition of insane persons under the provisions of the last-recited act; and whenever any insane person is relieved by any such board of guardians or any of their officers, the relieving officer within whose district the parish is

situate to which such person may be chargeable, or in which such person may be found destitute, shall give the like information to some justice of the peace acting for the division of the county within which such parish is situated as is required by the said act of 9 Geo. 4 of overseers, and subject to the like penalties for neglect; and the clerk to every such board of guardians shall on the 15th August in every year, or as soon after as may be, make out and sign two true and faithful lists of all insane persons chargeable to the parish or union in the form in the schedule hereunto annexed, and shall on or before the 1st September next succeeding transmit one copy of such list to the clerk of the peace acting in and for the county within which the parish to which each such insane person is chargeable is situated, or to his deputy, to be by him laid before the justices acting for such county at their next general quarter sessions, and the other copy of such list to the said commissioners; and from and after the passing of this act the overseers of any such parish, or of any parish within any such union, shall not be required to make the annual return required of them by the said act of the reign of King George the Fourth.

7. That whenever the whole of any parish or parishes is situated at a greater distance than four miles from the place of meeting of the board of guardians of the union of which such parish or parishes may form part, it shall be lawful for the commissioners, on the application of the board of guardians, to form such parish or parishes into a district, and to direct the said guardians from time to time to appoint a committee of their members to receive applications of poor persons requiring relief in such district, to examine into the cases of such poor persons, and to report to the said guardians thereon.

8. That in case any question shall arise as to the right of any person to act as an elective guardian, it shall be lawful for the commissioners, if they shall see fit, to inquire into the circumstances of the case, and to issue such order or orders therein, under their hands and seal, as they may deem requisite for determining the question; and no such order shall be liable to be removed by writ of certiorari into the Court of Queen's Bench unless the application for such writ shall be made during the term next after the issuing of such order.

9. That if any person put in nomination for the office of guardian tender to the officer conducting the election of guardians his refusal in writing to serve such office, the election of guardians, so far as regards such person, shall be no further proceeded with.

10. That in every case in which no person shall be elected for the office of guardian in any parish at any annual election of guardians, the persons elected for the previous year may continue to act as guardians until the next annual election.

11. That the said commissioners may accept the resignation of any person elected as a guardian tendered for any cause which the commissioners may deem reasonable; and in every case of omission to elect, or of vacancy in any board of guardians, by death, resignation, or disqualification, the said commissioners shall be and shall be deemed to have been empowered to order a new election for the completion of such board.

12. That in case the full number of guardians shall not be or shall not have been elected at any election of guardians, or in case of any vacancy in any board of guardians by the death, removal, resignation, refusal, or disqualification to act of any elected guardian, the other or remaining members of the said board, being not less than three, shall be and be deemed to have been competent to act until the next election, or until the completion of the said board, as if the number of such board were complete, and that no acts or proceedings shall be liable to be questioned on account of any failure to elect any guardian or guardians, or on account of any vacancy as aforesaid.

13. That no defect in the qualification or election of any person acting as a guardian at a board of guardians, the majority of persons assembled at which shall be entitled to act as guardians, shall be deemed to vitiate or make void any proceedings of such board in which he may have taken part.

14. That no person, during the time for which he may serve or hold the office of assistant overseer of any parish, nor any paid officer engaged in the administration of the laws for relief of the poor, nor any person who, having been a paid officer, shall have been dismissed within five years previously from such office, under the provisions of the said first-recited act, shall be capable of serving as a guardian; and no person receiving any fixed salary or emolument from the poor-rates in any parish or union shall be capable of serving as a guardian in such parish or union.

15. And whereas doubts have been entertained whether justices of the peace who are ex-officio members of boards of guardians of parishes or unions under the provisions of the first-recited act can lawfully act as justices of the peace in cases in which the guardians of such parishes or unions are complainants, or are otherwise interested or concerned, and it is expedient that such doubts should be removed; be it therefore enacted, That no justice of the peace shall be disabled from acting as such justice at any petty or special or general or quarter sessions in any matter merely on the ground that such justice of the peace is an ex-officio member of any board of guardians complaining, interested, or concerned in such matter, or has acted as such at any meeting of such board of guardians.

16. That it shall be lawful for every board of guardians constituted under the said first-recited act to accept, take, and hold, on behalf of the union or parish respectively for which they may act, any lands, buildings, goods, effects, or other property as a corporation, and in all cases to sue and be sued in their corporate name.

17. That wherever a board of guardians is empowered to make any order, or to prefer any complaint, claim, or application, before justices or otherwise, if any such board resolve to make such order, or to prefer such complaint, claim, or application, a copy of the minute of such resolution, signed by the presiding chairman of such board, and sealed with their seal, and countersigned by their clerk, or person acting as their clerk, shall be deemed and taken to be sufficient proof of the making of such order, or of the preferring of such complaint, claim, application, or otherwise, as the case may be; and that whenever, either for the purpose of making an order for the removal of a pauper, or on the trial of an appeal against such order, or for any other purpose, it shall be necessary to prove to what parish a pauper has become chargeable, (if in such parish the laws for the relief of the poor shall be administered by a board of guardians or a district board), a certificate of such pauper having so become chargeable, signed, sealed, and countersigned as aforesaid, shall be sufficient proof to what parish and at what time such pauper became and was chargeable, unless the contrary shall be proved by other legal evidence; and that in all cases in which the guardians of any parish or union are or may hereafter be empowered to make any application or complaint, or to take any proceedings before any justices at petty or special or general or quarter sessions, it shall be lawful for any officer of such guardians empowered by any board of such guardians, by an order in writing, under the hand of the presiding chairman of such board, and sealed with the common seal of such guardians, to make such application or complaint, or to take such proceedings on behalf of such guardians, as effectually to all intents and purposes as if the same were made or taken by such guardians, or any of them, in person.

18. That the said act of the 4 & 5 Will. 4, [c. 76.] and the act passed in the 5 & 6 Will. 4, [c. 69.] intitled "An Act to facilitate the Conveyance of Workhouses and other Property of Parishes and of Incorporations of Parishes in England and Wales," and the act passed in the 6 & 7 Will. 4, [c. 96.] intitled "An Act to regulate Parochial Assessments," and so much of an act passed in the 1 & 2 Vict. [c. 56.] intitled "An Act for the more effectual Relief of the destitute Poor in Ireland," as relates to the style of the poor-law commissioners, their appointment, the delegation of powers to one of their number, the sittings of their board, their common seal, and the residence of one of their number in Ireland, and all acts to amend or extend any of the said acts, or the said provisions of the act last recited, and the present act, shall (except so far as the provisions of any former act shall be expressly altered or amended by the provisions of any subsequent act) be construed as one act; and that in each and every such act (except the said act for the more effectual relief of the destitute poor in Ireland) the words "auditor," "guardian," "justice or justice of the peace," "oath," "officer," "overseer," "owner," "rack-rent," "parish," "person," "poor," "poor laws," "laws for relief of the poor," "poor rate," "general quarter sessions," "union," "united workhouse," "vestry," "workhouse," and words importing the singular number or the masculine gender only, shall be interpreted as is provided in the first-recited act; and that the provisions of the said first-recited act shall extend to every rule, order, or regulation directed or authorized to be made by the said commissioners under the provisions of an act passed in the 6 & 7 Will. 4, [c. 86.] intitled "An Act for registering Births, Deaths, and Marriages in England," or by an act passed in the 3 & 4 Vict.

[c. 29], intituled "An Act to extend the Practice of Vaccination."

19. That, except so far as is hereinbefore expressly excepted, and so far as the continuance in office or appointment of the said commissioners, their assistant commissioners, secretary, assistant secretaries, and other officers and persons appointed by them, and their removal, no part of this act shall extend to Ireland.

20. That this act may be amended or repealed by any act to be passed in this present session of parliament.

### SCHEDULE.

**Form.—Annual Return.**

A true List of all Insane Persons, Lunatics, and Idiots chargeable to the Parishes comprised within [such part of] the ——— Union [as is situate] in the County of ———; specifying the Names, Sex, and Age of each, and whether dangerous or otherwise, and for what Length of Time they have been supposed to be of unsound Mind, and where confined, or how otherwise disposed of.

<i>Where maintained.</i>					
<i>Names.</i>	<i>Ages.</i>	<i>Sex.</i>	<i>Part-ish to which chargeable.</i>		
				<i>In a County Asylum,</i>	
				<i>and what Asylum,</i>	
				<i>and when sent thither,</i>	
				<i>In a House of</i>	
				<i>where, and when</i>	
				<i>sent thither.</i>	
				<i>In the Union Work-</i>	
				<i>house.</i>	
				<i>In Lodgings, or</i>	
				<i>boarded out, and</i>	
				<i>where.</i>	
				<i>Rannding with</i>	
				<i>Friends, and where.</i>	
				<i>Weekly Out of Main-</i>	
				<i>tenance and Clothing.</i>	
				<i>Whether Lunatic or</i>	
				<i>Idiot.</i>	
				<i>Dangerous to himself or</i>	
				<i>others.</i>	
				<i>Of dirty Habits.</i>	
				<i>For what Length of Time</i>	
				<i>supposed to be of unsound</i>	
				<i>Mind.</i>	
				<i>Observations.</i>	

Signed by me this 15th day of August, 18—,

**A. B.,**

**Clerk to the Board of Guardians of the said — Union.**

***(To be continued).***

## London Gazettes.

**TUESDAY, AUGUST 23.**

## DECLARATION OF INSOLVENCY.

**HENRY BIRD, Milan-cottage, Hampstead-road, St. Pancras, Middlesex, surgeon and apothecary, chemist and druggist.**

## BANKRUPTS.

**CORNELIUS EDWIN GARMAN**, Tottenham-court-road, St. Pancras, Middlesex, chemist and druggist, Aug. 31 at 12, and Oct. 4 at 11, Court of Bankruptcy: Off. Ass. Pennell; Sol. Chamberlain, 42, Grafton-street East, Fitzroy-squares.—Fiat dated Aug. 22.

**WILLIAM HEAP**, Burnley, Lancashire, ironmonger and tin-plate worker, Sept. 15 and Oct. 4 at 10, Court-house, Burnley: Sols. Alcock & Dixon, Burnley; Cragg & Jeyes, 4, Harpur-street, Red Lion-square.—Fiat dated Aug. 13.

**THOMAS GIBSON**, North Scale, Walney, Dalton, Lancashire, coal merchant, Sept. 5 and Oct. 4 at 1, Swan Inn, Newby-bridge: Sols. Postlethwaite, Ulverston; Makinson & Sanders, Elm-court, Temple.—Fiat dated Aug. 8.

**HENRY HICKMAN**, Dudley, Worcestershire, druggist,  
Sept. 9 and Oct. 4 at 11, Swan Hotel, Wolverhampton;  
Sols. Fellowes, jun., Dudley; Cole, 4, Adelphi-terrace,  
Strand.—Fiat dated Aug. 10.

## MEETINGS.

*John Lamont, John David Stewart, and John Matravers*, Skinner-st., Bishopsgate-street, brewers, Sept. 2 at 1, Court of Bankruptcy, pr. d.—*Edward Hilton and Nathaniel Wales*, Over Darwen, Lancashire, paper makers, Sept. 15 at 1, Commissioners'-rooms, Bolton-le-Moors, last ex.—*Sam. W. Acraman, Wm. Ed. Acraman, Alfred J. Acraman, Wm. Morgan, Thos. Holroyd, and Jas. N. Franklyn*, Bristol, ship builders, Sept. 10 at 2, Commercial-rooms, Bristol, last ex. joint and sep. est.—*John Young*, New-cut, Lambeth, victualler, Sept. 13 at 12, Court of Bankruptcy, and ac.—*Henry Till*, Moulsham, Essex, draper, Sept. 15 at 11, Court of Bankruptcy, and ac.—*Alfred Bouglivéal and Jos. Farrington*, Stratford, Essex, manufacturing chemists, Sept. 15 at 11, Court of Bank-

**CERTIFICATES TO BE ALLOWED,**

**Unless Cause shown to the contrary, on or before Sept. 13.**

*John Cree*, Devonport, Devonshire, draper.—*Wm. Gibby*, Birmingham, ironmonger.—*Mordecai Lasarus*, Cutler-street, Houndsditch, glass merchant.—*John Turner*, Ulverston, paper manufacturer.—*Chas. Ratherham*, Birmingham, builder.—*Benj. Simmons*, Folly, Dockhead, Bermondsey, ironfounder.—*Edmund Farbrother*, Oxford, wine merchant.—*R. Altree*, Brighton, hosier.—*Wm. G. Gray*, Bath, dentist.—*Sam. Fox Stephens*, Old Broad-st., bill broker.—*Wm. Rich. Ravenscroft*, Manchester, banker.

## SCOTCH SEQUESTRATIONS.

*John Millar*, Houston, Renfrewshire, writer.—*Jas. Smith*, Edinburgh, glass merchant.—*Jas. Ross*, Borrowstown Mains, Linlithgow, farmer.—*John Logan*, Rothesay, grocer.—*John Potter*, Pow-flats by Broxham, farmer.

## INSOLVENT DEBTORS.

*Saturday, Aug. 20, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Clement Poole*, Whitecross-st., willow square manufacturer, No. 54,567 T.; *H. Burfield* and *J. P. Neale*, assignees.—*H. Luxton*, North Tawton, Devonshire, farmer, No. 59,953 C.; *R. Luxton* and *S. Sampson*, assignees.—*Thos. Gauden*, Stourbridge, Worcestershire, miner, No. 59,889 C.; *W. B. Collis*, assignee.—*Joseph Langridge*, jun., Brighton, jeweller, No. 60,355 C.; *E. Weston* and *R. Perry*, assignees.—*T. Jones*, Brynford, Holywell, Flintshire, miner, No. 60,460 C.; *John Wynne*, assignee.—*Thomas Yenns*, St. Briavels, Gloucestershire, farmer, No. 18,191 T.; *Cornelius Cook*, assignee.—*H. N. Frost*, Woodstock-st., Bond-st., machinist, No. 53,593 T.; *J. F. Steel*, assignee.—*Wm. Phipe*, Ipplepen, Devonshire, farmer, No. 60,399 C.; *D. B. Davy*, assignee.—*H. Dow*, Sidmouth, Devonshire, blacksmith, No. 59,225 C.; *D. B. Davy*, assignee.—*Ellington Wright*, Great Suffolk-st., Bournemouth, Surrey, brewer, No. 53,443 T.; *Wm. Hall*, assignee.—*J. E. B. Hammond*, Thayer-st., Manchester-sq., carrier and gilder, No. 53,621 T.; *Wm. Seymour*, assignee.—*Jos. Buckler*, Thornford, near Sherbourne, Dorsetshire, carrier, No. 60,483 C.; *Wm. Arnold*, assignee.—*Thos. Mann*, Coventry, out of business, No. 64,424 C.; *Richard Hobbs*, assignee.—*W. Cornill*, sen., Park-place, Kennington-cross, Surrey, labourer, No. 53,455 T.; *Joseph Dawes*, assignee.—*Wm. d. Tripe*, Grove-terrace, New Peckham, Surrey, ship and insurance agent, No. 53,579 T.; *Wm. England*, assignee.—*Wm. Brew*, Uxbridge, Middlesex, adjutant in the militia, No.

360 T.; Samuel Sturgis, (in the room of Robert Pollock and John Parrish, deceased, and Simeon K. Solomon, declining to sit), new assignees.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Francis Perry*, Kingsbridge, Devonshire, captain in the Royal African Colonial Corps, Sept. 14, Browne's, 2, Hindes-st., Manchester-sq.: 8s. 10d. in the pound.

#### MEETING.

*Mary Barnett*, Kingston-upon-Hull, widow, Sept. 7 at 2, George Inn, Kingston-upon-Hull, sp. affairs.

### FRIDAY, AUGUST 26.

#### BANKRUPTS.

**JAMES PALMER**, Lynn, Norfolk, draper, Sept. 7 at 1, and Oct. 7 at half-past 2, Court of Bankruptcy: Off. ass. Pennell: Sols. Reed & Shaw, 2, Friday-st., Cheapside.—Fiat dated Aug. 26.

**HENRY JOHN COLLETT** and **JAMES THOMSON**, London and Manchester, warehousemen and mousselin de laine merchants, Sept. 7 at 12, and Oct. 7 at half-past 12, Court of Bankruptcy: Off. ass. Pennell: Sols. Cooper, Manchester; Adlington & Co., Bedford-row.—Fiat dated Aug. 19.

**JOHN REEVE**, High Holborn and Drury-lane, carver and gilder, Sept. 5 at 12, and Oct. 7 at 1, Court of Bankruptcy: Off. ass. Pennell: Sols. Blake & Lewis, 24, Essex-street, Strand.—Fiat dated Aug. 23.

**CHARLES NEWMAN**, Scraps, Little Coggleshall, and Great Coggleshall, Essex, and Llanon, Carmarthenshire, miller, ironfounder, and coal merchant, Sept. 6 at half-past 1, and Oct. 7 at 2, Court of Bankruptcy: Off. ass. Belcher: Sols. Blood & Douglas, Witham, Essex; Vickery, 25, Lincoln's-inn-fields.—Fiat dated Aug. 18.

**JONATHAN WACEY**, Beech-street, Barbican, bookseller, Aug. 31 and Oct. 7 at 11, Court of Bankruptcy: Off. ass. Belcher: Sol. Blaine, 27, Lincoln's-inn-fields.—Fiat dated Aug. 19.

**JOHN EARLAND**, Lower Thames-st., victualler, Sept. 6 at 1, and Oct. 7 at 12, Court of Bankruptcy: Off. ass. Belcher: Sols. Martineau & Malton, Carey-st., Lincoln's-inn.—Fiat dated Aug. 23.

**THOMAS BENSON**, Darlington, Durham, grocer and druggist, Sept. 13 at 3, and Oct. 7 at half-past 10, King's Head Inn, Darlington: Sols. Peacock, Darlington; Lever, 10, King's-road, Bedford-row.—Fiat dated Aug. 5.

**JAMES SEYMOUR MOTTRAM**, Alrewas, Staffordshire, woolstapler, Sept. 17 and Oct. 7 at 12, Three Queens Inn, Burton-upon-Trent: Sols. Smith, Rugeley; Dove, 9, New Millman-st.—Fiat dated Feb. 28.

**ROBERT JEFFERSON**, Beverley, Yorkshire, grocer, Sept. 6 and Oct. 7 at 11, George Inn, Kingston-upon-Hull: Sols. Shepherd & Simpson, Beverley; Dyneley & Co., 4, Bedford-row.—Fiat dated July 26.

**JOHN CLARK**, Huttoft, Lincolnshire, cotton winder, dealer in thread, and shopkeeper, Sept. 17 and October 7 at 12, Public Building, Louth: Sols. Bourne & Son, Alford; Scott, 25, Lincoln's-inn-fields.—Fiat dated Aug. 1.

**THOMAS TODD**, Manchester, dealer in cotton and woollen goods, Sept. 15 and Oct. 7 at 10, Commissioners'-rooms, Manchester: Sols. Crossley & Sudlow, Manchester; Milne & Co. Temple.—Fiat dated July 28.

**CHARLES JAMES TOWNLEY**, Liverpool, share broker and commission-agent, Sept. 5 and Oct. 7 at 1, Clarendon-rooms, Liverpool: Sols. Kaye, Liverpool; Dean, 16, Essex-street, Strand.—Fiat dated Aug. 18.

**WILLIAM ELAM**, Huddersfield, Yorkshire, Hvery-stable-keeper and omnibus proprietor, Sept. 13 at 12, and Oct. 7 at 2, George Hotel, Huddersfield: Sols. Cornthwaite, Liverpool; Cornthwaite, Dean's-court, Doctors'-commons.—Fiat dated Aug. 12.

#### MEETINGS.

*Edward S. Messiter* and *Fredk. Messiter*, Malmesbury, Wiltshire, tailors and drapers, Sept. 7 at 12, Angel Inn, Chippenham, last ex.—*Geo. Foord*, Brighton, coal merchant, Sept. 10 at 12, Town-hall, Brighton, last ex.—*Henry M. Walker* and *Thos. Casson*, Manchester, corn factors, September 6 at 1, Commissioners'-rooms, Leeds, last ex.—*J. Helroyd*, Wheatley, near Halifax, Yorkshire, cotton warp maker, Sept. 21 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Edmund*

*Henry Waller* and *Wm. Waters*, Chepstow, Monmouthshire, timber merchants, Sept. 27 at 11, King's Head Inn, Newport, aud. ac. joint est.; at 12, aud. ac. sep. est. of *E. H. Waller*; at 1, aud. ac. sep. est. of *W. Waters*.—*D. Davies*, sen., and *D. Davies*, jun., Glanclywedog, Llanidloes, Montgomeryshire, flannel manufacturers, Sept. 16 at 11, Oak Inn, Welshpool, aud. ac. joint est.; at 12, aud. ac. sep. est. of *D. Davies*, sen.; at 1, aud. ac. sep. est. of *D. Davies*, jun.—*Thos. Goldney*, Chippenham, Wiltshire, clothier, Sept. 16 at 11, Commercial-rooms, Bristol, aud. ac.; Sept. 17 at 11; div.—*Aysford Wise*, Ford House, Woborough, *N. Baker*, Newton Bushell, Highwick, and *Wm. S. Bentall*, Totnes, Devonshire, bankers, Sept. 17 at 12, Clarence Hotel, Exeter, aud. ac. sep. est. of *A. Wise* and *N. Baker*; Sept. 20 at 12, div. sep. est. of *A. Wise*.—*D. Whalley*, Cirencester, Gloucestershire, scrivener, Sept. 27 at 11, King's Head Inn, Cirencester, aud. ac.—*J. Thompson*, Sunderland, Durham, chain and anchor manufacturer, September 19 at 11, Thompson Arms Inn, Sunderland, Durham, aud. ac.—*Saml. Lennox*, Liverpool, sail maker, Sept. 16 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div.—*W. Haslett*, Liverpool, provision dealer, Sept. 17 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*E. B. Holland*, Manchester, and Atherton, near Leigh, Lancashire, power-loom manufacturer of calicoes, Sept. 19 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, first and fin. div.—*Thos. Toney*, Birmingham, draper, Sept. 21 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Bernard Sheridan*, Liverpool, provision dealer and grocer, Sept. 16 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*E. Clarke*, Leamington-Priors, Warwickshire, builder, Sept. 12 at 12, Lansdowns Hotel, Leamington-Priors, first and fin. div.—*Wm. Jones* and *Jos. B. Windle*, Liverpool, wine merchants, Sept. 16 at 1, Clarendon-rooms, Liverpool, div.; at 2, aud. ac. joint and sep. est.—*J. W. Bogie*, Liverpool, underwriter, Sept. 17 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED.

*Unless Cause shown to the contrary, on or before Sept. 16.*

*Geo. B. Scholes*, Lostock-hall, Lancashire, muslin manufacturer.—*B. Fisher*, Walsall, Staffordshire, ironmonger.—*J. Barrat*, Great Pulteney-st., Golden-sq., builder.—*Jas. Goodwin*, Bishop's Stortford, Hertfordshire, innkeeper.—*Lewis Green*, Cranbrook, Kent, grocer.—*Elihu Willson*, King's-st., St. Giles's, stationer.—*H. F. Delamain*, St. Mary-at-Hill, London, wine merchant.—*H. Stevens*, Willian, near Hitchin, Hertfordshire, and *John Stevens*, Clophill, near Silsoe, Bedfordshire, builders.—*P. Humphreys*, Cholmondeley, Cheshire, builder.—*Wm. Finden* and *Edw. F. Finden*, Southampton-place, New-road, engravers.

#### FIAT ANNULLED.

*John Walsh* and *Elija Halford*, Nottingham, tailors and drapers.

#### PARTNERSHIP DISSOLVED.

*Thos. Carthew* and *C. C. Brooke*, Woodbridge, Suffolk, attornies and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Edw. Ranson*, Aberdeen, china and glass merchant.—*Geo. Sim* and *Son*, Glasgow, candle manufacturers.—*P. Wilson*, Kilcudslow, Lanarkshire, spirit dealer.—*Jas. Whyte*, Charles-town, Fifeshire, ship builder.—*J. & J. White*, Auchtermuchty, manufacturers.—*James Rason*, Blelock, Auchtergavon, Perthshire, grasier.

#### INSOLVENT DEBTOR'S MEETING.

*Thomas Yemm*, Bailey Pound, St. Briavells, Gloucestershire, farmer, Sept. 12 at 12, Collins's, Ross, sp. affairs.

**MASTER IN CHANCERY.**—The Lord Chancellor has appointed John Barnard Turner, of Ilfracombe, Devonshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

**MEMBERS RETURNED TO SERVE IN PARLIAMENT.**—John Neilstone Gladstone and Sackville Lane Fox, Esqrs., for the borough of Ipswich, in the room of the Earl of Desart and Thomas Gladstone, Esq., whose election for the said borough has been declared to be void.—Charles Wellesley, Esq., commonly called Lord Charles Wellesley, for the county of Southampton, (Southern Division), in the room of John Willis Fleming, Esq., who has accepted the Chiltern Hundreds.

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# The Jurist

No. 295.

LONDON, SEPTEMBER 3, 1842.

PRICE 1s.

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LONDON, SEPTEMBER 3, 1842.

Our readers are doubtless well acquainted with those rules of pleading, whose object is to confine the parties in an action as much as possible to a single point in dispute, and to prevent what is termed a multiplicity of issues. These were at one time so stringent, that, although a defendant might have several answers to the complaint which was made against him, he could only avail himself of one of them; and had to select for his single plea that upon which he thought he could most safely rely. In respect to pleas, however, the rule was very early relaxed; and a statute enabled a defendant, by leave of the Court, to plead more than one plea. But the reservation, that the thus making use of more than one ground of defence should be subject to the control of the Court, and not be at the absolute discretion of the party, proves, that the English law did not consider this mode of pleading inconsistent with justice. We have mentioned, that the statute only authorized more than one plea. According to the construction which was put upon it, it did not extend to any subsequent pleading; and, therefore, if a defendant set up a defence embracing a number of disputed facts, the plaintiff could not, except in the instance we shall presently notice, deny the truth of more than one. The exception was, that, in actions of trespass and upon the case for an injury, a plaintiff, subject to certain rules which are laid down in the well-known *Croget's case*, might, by a compendious form of replication, called, from the words which were used, the replication *de injuriâ*, put in issue all the material facts alleged in the plea. And in actions of debt and upon the case for a breach of promise, the want of such a replication was not then obvious; for before the alterations in pleading, which were caused by the New Rules, most of the subject-matters of defence in those actions could be given in evidence under the general issue. But with the New

Rules came the practice of pleading long special pleas, stating a variety of facts, the whole of which a defendant would formerly have been obliged to prove at the trial. It was then seen, that, unless the plaintiff was allowed to adopt some form of replication which should put in issue all the material allegations of the plea, he would be placed in a worse position than formerly, and the benefit which the New Rules gave to him of being made acquainted before the trial, with the precise grounds of the defence, would be neutralised by the disadvantage of being obliged to admit all but one of the facts.

An attempt was therefore made to introduce in actions of assumpsit, and more recently in actions of debt, a replication of a similar nature to that, the use of which in other actions had been established by *Croget's case*. It is not our purpose now to trace the steps by which it came at last to be agreed that such a replication might be used; we wish to call attention to another point, to which this change in the mode of pleading has given a greater importance than it before had. Although a plaintiff may, if he please, use the replication *de injuriâ*, he is not obliged to do so, but may deny one of the allegations of the plea; and in some instances the rules which have been laid down with respect to this replication forbid its being used. It becomes a matter of some moment, therefore, to settle how far the traversing one of the allegations of a pleading, involves an admission of the truth of the rest. And here we may observe, that the admission, whatever it may be, applies only to those allegations which are material to the matter in issue. As the rules of pleading forbid a party from traversing an immaterial allegation, his not doing so ought to have no effect against him.

With respect, then, to the effect of omitting to traverse a material averment in a pleading, we shall first notice the case of *Edmunds v. Groves*, (2 Mee. & W.



642), which is the principal authority for one view of the subject. There, in assumpsit by the indorsee against the maker of a promissory note, it was pleaded, that the consideration for which the defendant made the note was money lost by gaming, and that it was indorsed to the plaintiff with a notice thereof, without value or consideration, and issue was joined on a replication that the note was indorsed to the plaintiff without notice of the illegality, and for good and sufficient value and consideration. At the trial no evidence was given on either side, and a verdict having been entered for the plaintiff by the judge's direction, it was argued, on moving for a nonsuit, that "by the form in which the plaintiff has chosen to reply, he has admitted the allegation in the plea, that the note was given for a gaming debt." The court refused a rule, Lord Abinger, C. B., and Bolland, B., founding their opinion on the ground that the onus probandi was on the defendant, and giving no opinion as to the effect of an admission on the record. But Mr. Baron Alderson in his judgment thus expresses himself:—"An admission on the record is merely a waiver of requiring proof of those parts of the record which are not denied, the party being content to rest his claim on the other facts in dispute; but if any inferences are to be drawn by the jury, they must have the facts from which such inferences are to be drawn proved like any other facts." And the same learned judge also observed in the course of the argument, "that the pleadings are not before the jury, but only the issue." From these dicta may be collected that view of an admission on the record which gives to it the least effect, and according to which the taking issue upon one fact in the pleading is, not that the party admits the rest to be true, but that he agrees that the cause shall be decided by the truth or falsehood of that fact, in the same manner as he might agree for it to be decided by the happening of any other event.

The case of *Bennion v. Davison*, (3 Mee. & W. 179), although it was decided on the ground of the immateriality of the averment, also affords several dicta upon this subject. For instance, Mr. Baron Alderson says—"Is not the substance of the plea rather this—that the defendants protesting they are not owners, yet say they made no such contract? It is no more than a waiver of proof; as if they had said, We will not put you to prove that we are owners, if you can prove a contract with us." And again he says—"It is clear that this averment, being an immaterial one, was not admitted; but it is not to be taken for granted, that, if it had been material, there was an admission of it as a fact to go to the jury." And Parke, B., says—"It is not necessary to say more than this as to the effect of an admission on the record, that, at all events, the taking issue on one fact averred in the declaration is only an admission of the other material averments necessary to be proved." So far, then, this view of the question is supported only by the authority of Mr. Baron Alderson; and we shall find the Court of Queen's Bench, in the next case which is reported, coming to a different conclusion. This was *Bingham v. Stanley*, (1 Gale & Dav. 237; ante, p. 389). It was an action of assumpsit against the drawer of a check, who pleaded, that it was drawn and delivered to a third person to secure a gaming debt, and by him delivered to the plaintiff without consideration, and the plaintiff replied, that it was delivered to

him for a good consideration. The Court observed that both *Edmunds v. Groves* and *Bennion v. Davison* were distinguishable from the case before them; the former, because the affirmative as to the plaintiff's knowledge was clearly alleged by the defendant, and therefore he was rightly put to prove it; and the latter because the allegation was an immaterial one; and they held, that the illegal drawing of the check was so admitted on the pleadings as to throw on the plaintiff the onus of proving the consideration. This case cannot be considered as decided otherwise than upon the ground that the admission on the record was equivalent to proof at the trial. It is true, that, according to the words of the issue, the affirmative is with the plaintiff, but a bill of exchange *prima facie* imports, that there was a consideration for the acceptance and indorsements, and the holder is not bound to shew it until proof has been given which throws suspicion upon the bill. If, therefore, according to the opinion of Mr. Baron Alderson, the facts contained in the untraversed allegation were not before the jury, the onus of proving the want of consideration for the indorsement to the plaintiff was upon the defendant, and it was only by giving to the admission on the record the effect of proof at the trial, that it could be taken from him and thrown upon the plaintiff.

Another recent case of *Smith v. Martin* (9 Mee. & W. 304) remains to be noticed. That was an action by an indorsee against the maker of a promissory note, and the plea alleged that the note was delivered to the plaintiff in violation of good faith, and in fraud and contempt of an order of reference, and that the plaintiff took the note with full knowledge of the premises. The replication only traversed the knowledge of the plaintiff; and it was contended, that, inasmuch as it admitted a fraudulent delivery to the plaintiff, he was bound to begin and prove consideration. The Court held, that it was for the defendant to begin; because, as in *Edmunds v. Groves*, he had averred affirmatively the plaintiff's knowledge; and it was observed also, that, supposing the circumstances of fraud to be admitted, they did not afford *prima facie* evidence of the plaintiff's knowledge. The case therefore cannot be considered as opposed to *Bingham v. Stanley*, except that Baron Alderson in his judgment reiterates his former opinion, and expresses his dissatisfaction with that decision.

Thus, it appears that, on the one side we have the decision of the Court of Queen's Bench, and on the other the dictum of an eminently learned Judge, nor do we find any other case expressly in point. Serjeant Stephen in his Treatise on Pleading says, that "it is a rule that every pleading is taken to confess such traversable matters alleged on the other side as it does not traverse;" and similar expressions are used in several reported cases; but these do not assist us. That such expressions are properly used is not denied, the question being, whether they mean an admission for all the purposes of the cause, or merely a waiver of proof, the party being content to rest his claim upon the other facts in dispute. It is not for us to assume as a Court of Error to decide the point; and, in the present state of things, we shall only advise any of our readers with whom it may happen to arise, to shape their case according to the expressed opinion of the Court in which the action may be brought.

## PUBLIC GENERAL STATUTES.

5 &amp; 6 VICTORIA.—SESSION 2.

*(Continued from p. 306.)*

## CAP. LVIII.

An Act for further suspending, until the 1st of October, 1843, the Operation of the new Arrangement of Dioceses, so far as it affects the existing Ecclesiastical Jurisdictions.

[30th July, 1842.]

## CAP. LIX.

An Act to continue until the 1st of August, 1843, an Act for authorizing her Majesty to carry into immediate Execution, by Orders in Council, any Treaties for the Suppression of the Slave Trade.

[30th July, 1842.]

## CAP. LX.

An Act to continue until the 1st of October, 1843, certain Turnpike Acts.

[30th July, 1842.]

## CAP. LXI.

An Act to provide for the better Government of South Australia.

[30th July, 1842.]

## CAP. LXII.

An Act to extend the Provisions of an Act of the Fourth Year of Her Present Majesty, for enabling the Commissioners of Wide Streets to sell, and Her Majesty to purchase, certain Hereditaments in the City of Dublin, on the North Bank of the River Anna Liffey.

[30th July, 1842.]

## CAP. LXIII.

An Act to continue until the 1st August, 1843, an Act for carrying into effect a Convention between Her Majesty and the King of the French relative to the Fisheries on the Coasts of the British Islands and of France.

[30th July, 1842.]

## CAP. LXIV.

An Act for regulating the Priorities of Monies authorised to be charged on a Fund called "The London Bridge Approaches Fund."

[30th July, 1842.]

## CAP. LXV.

An Act to Divide the Forest of Dean in the County of Gloucester into Ecclesiastical Districts.

[30th July, 1842.]

## CAP. LXVI.

An Act for further regulating the Preparation and Issue of Exchange Bills.

[30th July, 1842.]

## CAP. LXVII.

An Act for the better regulating the number of Prisoners admitted to the General Prison at Perth.

[30th July, 1842.]

## CAP. LXVIII.

An Act to amend and continue to the 27th July, 1843, and to the End of the next Session of Parliament, an Act of the Third and Fourth Years of Her present Majesty, for the more effectual Prevention of Frauds and Abuses committed by Weavers, Sewers, and other Persons employed in the Linen, Hempen, Union, Cotton, Silk, and Woollen Manufactures in Ireland, and for the better Payment of their Wages.

[30th July, 1842.]

## CAP. LXIX.

An Act for perpetuating Testimony in certain Cases.

[30th July, 1842.]

Whereas it is expedient to extend the means of perpetuating testimony in certain cases; be it enacted, That any person who would, under the circumstances alleged by him to exist, become entitled, upon the happening of any future event, to any honour, title, dignity, or office, or to any estate or interest in any property, real or personal, the right or claim to which cannot by him be brought to trial before the happening of such event, shall be entitled, from and after the passing of this act, to file a bill in the High Court of Chancery to perpetuate any testimony which may be material for establishing such claim or right; and that all laws, rules, and regulations not contrary to the provisions of this act, now in force or in use in suits to perpetuate testimony, or respecting depositions taken in such suits, or the punishment of perjury committed in making such depositions, shall be in force and used and applied in all suits to be instituted under the authority of this act, and in respect to depositions taken on such suits.

2. That in all suits which may be so instituted under the authority of this act, touching any honour, title, dignity, or

office, or any other matter or thing, in which her Majesty, her heirs or successors, may have any estate or interest, it shall be lawful to make the Attorney-General for the time being a party defendant thereto; and that in all proceedings in which the depositions taken in any such suit in which the Attorney-General for the time being was so made a defendant may be offered in evidence, such depositions may be admissible notwithstanding any objection to such depositions upon the ground that her Majesty, her heirs or successors, were not parties to the suit in which such depositions were taken.

## CAP. LXX.

An Act to amend the Laws relating to the Payment of Out-Pensioners of Chelsea Hospital.

[30th July, 1842.]

## CAP. LXXI.

An Act to establish Military Savings Banks.

[30th July, 1842.]

## CAP. LXXII.

An Act to suspend until the 31st August, 1843, the making of Lists and the Ballots and Inrolments for the Militia of the United Kingdom.

[30th July, 1842.]

## CAP. LXXIII.

An Act to continue until the 31st July, 1843, and to the End of the then Session of Parliament, an Act for amending the Law for the Trial of controverted Elections.

[30th July, 1842.]

Whereas an act was passed in the session of parliament holden in the 4 & 5 Vict. [c. 58], intituled "An Act to amend the Law for the Trial of controverted Elections:" And whereas the said recited act will expire at the end of the present session of parliament, and it is expedient to continue the same; be it therefore enacted, That the said recited act shall continue in force until the 31st July, 1843, and if parliament be then sitting, to the end of the then session of parliament.

## CAP. LXXIV.

An Act to amend an Act of the Second and Third Years of His late Majesty, "to amend the Representation of the People of Ireland," in respect of the Right of Voting in the University of Dublin.

[30th July, 1842.]

## CAP. LXXV.

An Act to remove Doubts touching the Law relating to Charitable Pawn or Deposit Offices in Ireland.

[30th July, 1842.]

## CAP. LXXVI.

An Act for the Government of New South Wales and Van Diemen's Land.

[30th July, 1842.]

## CAP. LXXVII.

An Act to enable Grand Juries at the ensuing Summer and Spring Assizes to make certain Presentments in Counties of Cities and Towns in Ireland; and to remove Doubts as to the Jurisdiction of Justices of the Peace in Places recently annexed to Counties at large in Ireland.

[5th August, 1842.]

## CAP. LXXVIII.

An Act for effecting an Exchange between Her Majesty and the Provost and College of Eton.

[5th August, 1842.]

## CAP. LXXIX.

An Act to repeal the Duties payable on Stage Carriages and on Passengers conveyed upon Railways, and certain other Stamp Duties in Great Britain, and to grant other Duties in lieu thereof; and also to amend the Laws relating to the Stamp Duties.

[5th August, 1842.]

Whereas by an act passed in the 2 & 3 Vict. [c. 66], intituled "An Act to reduce certain of the Duties now payable on Stage Carriages," certain duties contained in the schedule to the said act annexed were granted and imposed, and are now payable for and in respect of every mile which a stage carriage shall be licensed to travel: And whereas by an act passed in the 2 & 3 Will. 4, [c. 120], intituled "An Act to repeal the Duties under the Management of the Commissioners of Stamps, on Stage Carriages, and on Horses let for Hire in Great Britain, and to grant other Duties in lieu thereof; and also to consolidate and amend the Laws relating thereto," certain duties contained in the schedule (A.) to the last-mentioned act annexed were granted for and in respect of every license for keeping, using, and employing any stage carriage, and for and in respect of all passengers conveyed for hire along any railway in

Great Britain in or upon carriages drawn or impelled by the power of steam or otherwise: And whereas by an act passed in the 55 Geo. 3, [c. 184], intituled "An Act for repealing the Stamp Duties on Deeds, Law Proceedings, and other written or printed Instruments, and the Duties on Fire Insurances, and on Legacies and Successions to Personal Estate upon Intestacies, now payable in Great Britain; and for granting other Duties in lieu thereof," certain stamp duties were granted and imposed, amongst others, upon bills of lading and charter-parties in Great Britain, and upon instruments of collation, donation, presentation, and institution of and to any ecclesiastical benefice, dignity, or promotion in England, and upon certain licenses hereinafter mentioned; and it is expedient that all the said duties should be repealed, and others granted in lieu thereof; be it therefore enacted &c., that from and after the commencement of this act the aforesaid duties granted and imposed by the said act passed in the 2 & 3 Vict., for and in respect of every mile which any stage carriage shall be licensed to travel, and the aforesaid duties granted and imposed by the said act passed in the 2 & 3 Will. 4, for and in respect of every license for keeping, using, or employing any stage carriage, and for and in respect of passengers conveyed for hire along any railway in Great Britain, and the duties hereinafter mentioned, granted and imposed by the said act passed in the 55 Geo. 3, (that is to say), the duty of 3s. upon any bill of lading of or for any goods, merchandise, or effects, to be exported or carried coastwise, and the several duties of 1*l*. 15*s*. and 1*l*. 5*s*. upon any charter-party, or any agreement or contract for the charter of any ship or vessel, or any memorandum, letter, or other writing between the captain, master, or owner of any ship or vessel, and any other person, for or relating to the freight or conveyance of any money, goods, or effects on board of such ship or vessel, and the several and respective duties of 20*l*. and 10*l*. upon any collation, donation, or presentation of or to any ecclesiastical benefice, dignity, or promotion in England, and the several and respective duties of 2*l*., 30*l*., and 15*l*., upon any institution in and to any ecclesiastical benefice, dignity, or promotion in England, and the duty of 2*l*. upon any license which shall pass the seal of any archbishop, bishop, chancellor, or other ordinary, or of any ecclesiastical court in England, so far as relates to any license to hold a perpetual curacy in England, not proceeding upon a nomination, shall severally cease and determine, and the same shall be and are hereby repealed, save and except such of the said respective duties, or so much and such part or parts thereof respectively as shall have become due or payable or have been incurred before or upon the day appointed for the commencement of this act with regard to such duties respectively, all which said duties or parts of duties so due or incurred, or remaining to be paid as aforesaid, shall be recoverable by the same ways and means, and with and under the same penalties, and in the same manner in all respects as if this act had not been made.

2. That in lieu of the duties by this act repealed there shall be raised, levied, collected, and paid unto and for the use of her Majesty, her heirs and successors, in and throughout Great Britain, for and in respect of every license for keeping, using, or employing any stage carriage in Great Britain, and for and in respect of every stage carriage, and for and in respect of the passengers conveyed upon any railway, and also for and in respect of the several instruments, matters, and things mentioned and described in the schedule to this act annexed, or for or in respect of the vellum, parchment, or paper upon which such instruments, matters, and things, or any of them, shall be written or printed, the several duties or sums of money set down in figures against the same respectively, or otherwise specified and set forth in the same schedule; and that the said schedule shall be deemed and taken to be a part of this act; and that all the said duties shall be under the care and management of the commissioners of stamps and taxes for the time being, and shall be denominated and deemed to be stamp duties.

3. That the commissioners of stamps and taxes shall be and are hereby empowered and required to provide proper and sufficient stamps or dies for expressing and denoting the several duties hereby granted upon the vellum, parchment, or paper chargeable therewith, and to alter and renew the said stamps or dies from time to time as occasion shall require: Provided always, that it shall be lawful for the said commissioners to use any of the stamps or dies heretofore provided to denote any former stamp duties for the purpose of expressing and denoting

any of the duties hereby granted, and to use two or more stamps or dies for denoting any one duty, as occasion may require: Provided also, that it shall be lawful for the said commissioners, at any time within twelve calendar months next after the passing of this act, to cancel and allow, in the same manner as in the cases of stamps spoiled or rendered unfit for the purpose intended, all stamps for any of the instruments, matters, and things mentioned in the said schedule, which by the operation of this act shall have been rendered useless or unfit for the purpose for which the same were originally designed, and to deliver out in lieu thereof other stamps of the same value, or otherwise, at their discretion, to cause any additional stamp or stamps to be impressed on the vellum, parchment, or paper having thereon the stamp or stamps so hereby rendered useless or unfit, on payment of the duty to be denoted by such additional stamp or stamps.

4. That the proprietor or company of proprietors of every railway in Great Britain, and every other person who shall carry or convey, or cause to be carried or conveyed, any passenger for hire in or upon any railway in Great Britain, shall, from time to time and at all times, keep and enter or cause to be entered in a book or books to be kept for that purpose, in such manner and form as the commissioners of stamps and taxes shall direct or approve, a just and true account of all and every sum and sums of money which shall be received or charged daily by or for such proprietor or company or other person for the hire, fare, or conveyance of all such passengers as aforesaid, whether the same shall be received for the conveyance of passengers on the railway of such proprietor or company or other person only, or on such last-mentioned railway and any other railway, or on any such other railway only, and for or in respect of all which sums of money the duties charged by this act shall, in manner hereinafter directed, be paid by the said proprietor or company or other person so receiving or charging the same as aforesaid, without any deduction or abatement thereout on any account or pretence whatever; and the proprietor or company of proprietors of any railway so receiving or charging any such sums of money as aforesaid shall also in like manner keep and enter or cause to be entered an account of all sums of money paid or accounted for, or to be paid or accounted for, by such proprietor or company to the proprietor or company of proprietors of any other railway (specifying the same) upon which any of such passengers shall be carried or conveyed, as his or their share or proportion of any of such sums of money so received or charged as aforesaid, or as or for or in the nature of toll or otherwise for the use of such last-mentioned railway, in the conveyance of such passengers; and the proprietor or company of proprietors of every such last-mentioned railway shall in like manner keep and enter or cause to be entered an account of all sums of money so paid or accounted for to him or them as last aforesaid, and for or in respect of which the duties shall or ought to have been paid as aforesaid by such first-mentioned proprietor or company; and every such proprietor and company and other person and persons respectively shall, within five days after the first Monday in every calendar month, deliver to the commissioners of stamps and taxes, or to the proper officer appointed for receiving the same, a true copy or true copies of the account or accounts by this act directed to be kept, so far as the same shall relate to all sums of money received or charged and paid or accounted for as aforesaid during the preceding four or five weeks, as the case may be; (that is to say), from and including the first Monday in the preceding month up to the first Monday of the month in which such account shall be rendered or ought to be rendered as aforesaid; and to and with every such account there shall be annexed and delivered an affidavit (to be taken before any one of her Majesty's justices of the peace) of such proprietor or other person as aforesaid, or of the secretary, chief clerk, or accountant of such proprietor or company or other person, stating that the deponent is well acquainted with the books and accounts of the said proprietor, company, or other person, and that he has examined and checked the same, and also the account to which such affidavit is annexed, and that to the best of his knowledge, information, and belief such last-mentioned account doth contain and is a true and faithful account of all and every sum and sums of money received or charged by or for such proprietor or company or other person aforesaid for the hire, fare, or conveyance of passengers on any railway during the period comprised in such account, and of all other matters and things required by this act to be contained in such account; and such

proprietor or company or other person shall, at the time of delivering every such account, pay or cause to be paid to the Receiver-General of stamps and taxes, or to the officer authorized by the said commissioners to receive the same, for the use of her Majesty, the duties chargeable under this act for or in respect of all and every the sum and sums of money so received or charged as aforesaid, and contained or which ought to be contained in such account.

5. That it shall be lawful (where there shall be no express contract or agreement between the parties to the contrary) for any such proprietor or company to deduct from and retain out of the monies to be paid over to any such other proprietor or company as aforesaid, the amount of the duties by this act chargeable thereon, and which such proprietor or company receiving such monies shall have paid or be liable to pay.

6. That all and every the book and books of every such proprietor or company or other person, in which any account relating to such passengers, or to the money received or charged for the hire, fare, or conveyance of the same, or to any money received from or paid or accounted for to any other proprietor or company for such hire, fare, or conveyance as aforesaid, or a proportion thereof, or as or for such toll as aforesaid, shall be entered or kept, shall be open for the inspection and examination at all seasonable times of any officer or officers of stamp duties authorized by the commissioners of stamps and taxes in that behalf; and every such officer shall be at liberty to take copies of or extracts from any such book or account as aforesaid; and if any such proprietor or other person, or the secretary or accountant, or any clerk or officer of any such proprietor or company or person, having or keeping the custody or possession of any such book, or having power to produce the same, shall, upon demand made by any such officer, and upon producing and shewing his authority, refuse to permit such officer of stamp duties to inspect and examine such book, or to take copies thereof or extracts therefrom, or of or from any account entered or contained therein, or shall refuse to produce such book to such officer of stamp duties for his inspection and examination, every such person so offending shall for every such offence forfeit the sum of 50*l*.

7. That the proprietor or company of proprietors of every such railway, and every other person, before any passengers shall be conveyed or caused to be conveyed by him or them on any railway as aforesaid, shall give security, by bond, to her Majesty, her heirs and successors, with a condition that such proprietor or company, or other person as aforesaid, shall from time to time enter and keep, and cause to be kept and rendered, in the manner directed by this act, the accounts by this act required to be kept and rendered by such proprietor and company and persons respectively, containing and setting forth justly, truly, and faithfully all the several matters and things by this act required to be contained and set forth therein; and that such proprietor or company or person, and his or their secretary, accountant, and clerk, and every other person under or subject to his or their order, direction, or control, having the custody or possession of any books or book of such proprietor or company or other person as aforesaid, in which any account relating to any passengers conveyed upon any railway, or the money received, charged, accounted for, or paid for the hire, fare, or conveyance of the same, shall be contained or entered, shall from time to time, upon every reasonable request of any officer of stamp duties authorized as aforesaid, produce and shew to such officer, and permit him to inspect and examine the same, and to take copies thereof or extracts therefrom, and of and from any account entered or contained therein; and that such proprietor or company or other person aforesaid shall and will well and truly pay or cause to be paid, for the use of her Majesty, her heirs and successors, at the times and in manner directed by this act, all and every the duties which shall from time to time become chargeable under this act, and payable by him or them upon or for or in respect of the passengers, or the hire or fare or conveyance of the passengers, which shall be so conveyed as aforesaid along any railway; and that such proprietor or company, or other person aforesaid, shall well and truly do and perform, and cause to be done and performed, all such acts, matters, and things as by this act are required or directed to be done or performed by or on the part or behalf of such proprietors or company or other person; and every such bond shall be taken with sufficient sureties to the satisfaction of the commissioners of stamps and taxes, and in such sum as the said commissioners may judge to be reasonable and proper; and every such security shall be renewed from time to time, when-

ever and so often as such bond shall be forfeited, or as the parties to the same or any of them shall die, or become bankrupt or insolvent, or reside in parts beyond the seas, and also whenever and so often as the said commissioners shall in their discretion require the same to be renewed; and if any proprietor or company of proprietors of any such railway, or other person as aforesaid, shall convey or cause to be conveyed upon any railway any passengers for hire, without having first given such security by bond to her Majesty, in manner hereinbefore directed, or if any proprietor or company of proprietors of any railway shall permit or suffer any passengers to be conveyed for hire upon such last-mentioned railway, by any other person or company, before such other person or company shall have given security as aforesaid, and before a certificate, signed by the proper officer of stamp duties in that behalf, (which certificate such officer is hereby authorized and required to give), that such security hath been given, shall have been issued, or after notice in writing, signed by any authorized officer of stamp duties, and delivered to the secretary or chief clerk of the proprietor or company of proprietors of such railway, or left at the office of such railway with any clerk or officer there, that any such security ought, in pursuance of this act, to be renewed, or is required to be renewed, and before a certificate, signed as aforesaid, that the same has been renewed, shall have been issued; or if any such proprietor or company of proprietors, or other person, shall refuse or neglect to renew such security, whenever and so often as the same is or shall be or in pursuance of this act be required to be renewed, such proprietor or company or person shall forfeit the sum of 100*l*., and the further sum of 100*l*. for every day during the period for which there shall be any refusal, neglect, or default to give or renew such security as aforesaid, or for every day on which any such passengers shall be permitted to be conveyed before such security shall be given or renewed, and a certificate thereof issued as aforesaid, according to the true intent and meaning of this act.

8. And whereas it is expedient to alter and amend the said act passed in the 2 & 3 Will. 4 in certain respects relating to licenses for stage carriages; be it therefore enacted, that from and after the commencement of this act every license for keeping, using, or employing any stage carriage (except an original license granted between the first Monday in October and the first day of November in any year) shall be dated on which the same shall be granted, and shall commence and have effect upon the same day, or any subsequent day, to be specified in such license as the day of the commencement thereof; provided, that no supplementary license shall be granted in lieu of any license which shall have been previously granted before the time appointed for the commencement of such last-mentioned license.

9. That whenever any person to whom any license in force to keep, use, or employ a stage carriage shall have been granted, shall be desirous of using or employing the said stage carriage upon any line of road other than that specified in such license, the commissioners of stamps and taxes, or their proper officer, upon application to them or him, as in other cases of supplementary licenses is required in pursuance of the said act passed in the 2 & 3 Will. 4, shall grant to such person a supplementary license with such alteration or variation as aforesaid, as well as with any other alteration or variation, if required, as permitted by the last-mentioned act, upon payment of the duty hereby granted upon any supplementary license; and also whenever any person to whom a license to keep, use, or employ a stage carriage shall have been granted, shall die during the existence of such license in force, and shall leave a widow or a child of full age, and also whenever any woman to whom any such license shall have been granted shall marry during the existence of such license in force, and in any of such cases respectively such surviving widow, or the said child, or the husband of such woman, shall continue and carry on the business of such deceased person or of such woman respectively, it shall be lawful for the said commissioners, or their proper officer, if they or he shall think fit, upon the application of any such widow or child or husband, as the case may be, and on his or her signing a requisition for that purpose, in such form as the said commissioners shall approve, and in the case of such deceased person, with the consent of his or her executor or administrator, to grant to such widow, child, or husband respectively a supplementary license in lieu of such pre-existing license so granted to such deceased person or such woman respectively, in the same manner and for the same purposes as any such supplementary license might have been or may

be granted to such deceased person or such woman under the said act or this act in case he or she had not died or married respectively, upon payment of the duty by this act granted thereon; and every such supplementary license in any of the cases aforesaid, and the person to whom the same shall be granted, shall be under and subject to the same regulations and liabilities, and such person shall be entitled to the same advantages, as if this provision had been inserted and contained in the said act of the 2 & 3 Will. 4, and such supplementary license had been granted under the authority thereof; provided that nothing herein contained shall extend or be construed to extend to authorize the granting of any such license, whether original or supplementary, to any person who shall not have attained the full age of twenty-one years.

10. And whereas by the said recited act of the 2 & 3 Will. 4, it is enacted, that a copy of every license to keep, use, or employ a stage carriage, and of every indorsement made thereon, shall be kept at the office or place from which such license shall be issued, in order that every person may have a copy thereof, paying 1s. for the same; and it is expedient that such copies, certified as hereinafter mentioned, should be received as evidence of the granting and of the contents of such licenses respectively, and of the indorsements thereon; be it therefore enacted, That the commissioners of stamps and taxes, or the officer by whom any such license shall have been granted, or other officer of stamp duties authorized by the said commissioners in that behalf, shall, upon application made to them or him for that purpose, deliver to the person requiring the same a copy of any such license, certified according to this act, on payment of the sum of 1s.; and in all proceedings and upon all occasions whatsoever a copy of, any such license, and of every indorsement thereon, (if any), the same being made and taken from the copy thereof filed or kept at such office or place as aforesaid, certified to be a true copy under the hand of one of the said commissioners, or of the officer by whom such license shall have been granted, or other officer authorized as aforesaid, upon proof made that such certificate hath been signed with the handwriting of a person described in or by such certificate as such commissioner or officer, and whom it shall not be necessary to prove to be a commissioner, shall be received as evidence, against any and every person appearing by such copy to be named in such license, that the same was duly granted by such person, and of the contents thereof, and of every indorsement thereon; and in any such case the said commissioners, or any of their officers, shall not be required or compellable to produce in any court, or at any place out of the office of the said commissioners or officers respectively, the original of any such license or indorsement, or any copy thereof filed or kept in any such office, or any entry or memorandum relating to such license in the books of the said commissioners or officers, or to give any other evidence or proof of the granting or contents of any such license or indorsement than such copy certified as aforesaid.

11. And whereas by the said last-mentioned act it is enacted, that if any carriage be found upon or near to any public highway, and any person shall ply for passengers to be conveyed by such carriage for hire at separate fares, such carriage not having placed and fixed thereupon the numbered plates required by the said act to be fixed on stage carriages, the driver of such carriage, or the person having the care thereof, or plying for passengers to be conveyed thereby, such driver or person not being the owner of such carriage, shall forfeit 10*l.*, and if he be such owner, he shall forfeit 20*l.*; and moreover, that it shall be lawful for any constable or other peace officer, or any officer of stamp duties, without any warrant for that purpose, to apprehend such driver or other person, and to carry and convey him before any justice of the peace, to be dealt with as therein mentioned, and also to drive or take such carriage, with the horse or horses harnessed thereto or drawing the same, or to cause the same to be driven or taken to some public green-yard or some livery stables, or other place of safety, and there to lodge the same for safe custody until the determination of such justice shall be known; and such carriage, horse or horses, and harness, are thereby made liable to the payment of such penalty, and of such costs and expenses, or of such expenses only, as the case may be, as are therein mentioned; and it is expedient to amend the said provision by extending the same to the cases hereinafter mentioned; be it therefore enacted, that if any stage carriage, whether licensed or not, shall be used upon any public highway for the purpose of carrying or conveying any passengers, one or more of whom shall be charged

or shall pay separate and distinct fares, or a separate and distinct fare, or at the rate of separate and distinct fares, for their respective places or seats, or his place or seat therein, or conveyances thereby, such carriage not having placed and fixed thereupon the numbered plates required by the said last-mentioned act to be fixed on stage carriages, the driver, and also the conductor or guard thereof, or other person having the direction, management, or care thereof, or assisting therein, shall forfeit the sum of 10*l.*, or if he be the owner, the sum of 20*l.*; and moreover it shall be lawful for any officer of stamp duties, without any warrant for that purpose, with or without the aid and assistance of any constable or peace officer or other person, at any place where the journey for the performance of which such carriage shall be used shall terminate, or on the return of such carriage to the place from whence such journey commenced, to apprehend such driver, and such conductor, guard, or other person, and to carry and convey him before any justice of the peace having jurisdiction where the offence shall be committed, to be dealt with as hereinafter and as in the said last-mentioned act is mentioned; and it shall also be lawful for such officer of stamp duties, with or without such aid and assistance as aforesaid, to seize and take such carriage, with the horse or horses harnessed thereto, or drawing or having drawn the same, and to drive or take the same, or to cause the same to be driven or taken, to some public green-yard or some livery stables, or other place of safety, and there to lodge the same for safe custody until the determination of such justice shall be known; and such justice shall proceed therein as in the said last-mentioned act is provided in relation to the offences before described; and every such penalty respectively, and also such costs and expenses as in the said last-mentioned act are mentioned respectively, shall be levied and recovered by the same ways and means, and, if necessary, the offender committed for the same term or time as in the said last-mentioned act are in that behalf provided in relation to the aforesaid penalties thereby imposed: Provided always, that nothing in this act contained shall in any way affect or alter, or be deemed to affect or alter, the provision contained in the said last-mentioned act, so far as the same relates to the offence hereinbefore described.

12. And whereas it is expedient that all mail coaches licensed to carry passengers for hire should have fixed thereon the usual numbered plates, in like manner as other stage carriages; be it therefore enacted, That so much of the said last-mentioned act as enacts that none of the regulations therein contained relating to the plates to be fixed upon any stage carriage shall extend to any mail coach employed in the service of the General Post-Office, built or constructed according to the regulations of the Postmaster-General, and not carrying more than four outside passengers, shall be and the same is hereby repealed.

13. And whereas the repealing of the duties in respect of the passengers to be conveyed by stage carriages in Great Britain, and granting a uniform rate of duty on stage carriages in lieu thereof, will render certain regulations necessary for preventing the overloading of such carriages, and the dangers and inconveniences consequent thereon; be it therefore enacted, That no stage carriage shall be allowed to carry at one time a greater number of passengers in the whole, or in the inside, or on the outside thereof, than the same is constructed to carry according to the regulations of this act; and that no such carriage shall be deemed to be constructed to carry a greater number of passengers than the same will contain at one time, upon fit and proper seats provided therein or thereupon for that purpose, allowing for every passenger, on an average, upon each and every separate seat, a space convenient for sitting thereon of sixteen inches, measuring in a straight line lengthwise on the front of each seat: Provided always, that no child under five years of age, sitting in the lap, shall be deemed a passenger within the meaning of this act.

14. That no stage carriage shall be used or employed in any nor until there shall be truly painted, in words at length, in legible and conspicuous Roman letters, one inch at the least in height, and of a proper and proportionate breadth, and of a colour different from and opposite to the colour of the ground on which such letters shall be painted, and in one or more straight horizontal line or lines, upon some conspicuous part on the outside of such carriage, at the back thereof, and also on the inside thereof, and where the same shall be constructed to carry passengers in different compartments, then in each compartment, and so that the same shall be at all times plainly

and distinctly visible and legible, the number of passengers which such carriage is constructed to carry according to this act in the whole, and on the outside and in the inside thereof respectively, and in each such compartment; and if any stage carriage shall be used or employed without having all and every such particulars painted thereon in manner aforesaid, or if any stage carriage shall be used or employed having thereon or in or on any part thereof any words or figures, or any particulars whatever, specifying or importing, or tending or intended to signify or import, that the same is constructed or in any way authorized to carry a greater number of passengers in the whole, or on the outside or in the inside thereof respectively, or in any compartment thereof, than the same is truly constructed to carry according to the regulations of this act, the proprietor thereof shall forfeit the sum of 10*l*.

15. That if the number of passengers at any one time conveyed in, upon, or about any stage carriage shall be greater in the whole, or upon or about the outside thereof, or in the inside thereof, or in any compartment thereof respectively, than the same is constructed to carry, according to the regulations of this act, or than any particulars painted thereon shall specify in the whole, or upon the outside thereof, or in the inside thereof, or in any compartment thereof respectively, the driver and conductor or guard thereof for the time being respectively shall forfeit the sum of 5*l*.

16. That it shall be lawful for any constable or peace officer at any time, and also for any person travelling or having immediately before travelled by any stage carriage, in any case where he shall have reason for believing or suspecting that a greater number of passengers are carried or are about to be carried, or have immediately before, or at any time during the journey last performed, been carried, by such stage carriage, to measure the seats or any of the seats in or upon such carriage, in order to ascertain the length thereof respectively, or the number of passengers which the said carriage is constructed to carry; and if any person shall refuse to permit the seats in or upon any such stage carriage to be measured, or shall by any means or in any way prevent or attempt to prevent any constable, peace officer, or other such person as aforesaid from or hinder or obstruct him in measuring the same, the person so offending shall forfeit for every such offence the sum of 5*l*.

17. That no stage carriage the top or roof of which shall be more than eight feet nine inches from the ground, or the bearing of which on the ground shall be less than four feet six inches from the centre of the track of the right or off wheel to the centre of the track of the left or near wheel, shall be allowed to carry in any case more than the number of outside passengers hereinafter respectively mentioned; (that is to say), not more than five outside passengers where such carriage shall be constructed to carry, according to the regulations of this act, not exceeding nine passengers in the whole; not more than eight outside passengers where such carriage shall be constructed to carry, according to the said regulations, in the whole exceeding nine and not exceeding twelve passengers; not more than eleven outside passengers where such carriage shall be constructed to carry, according to the said regulations, in the whole exceeding twelve and not exceeding fifteen passengers; not more than twelve outside passengers where any such carriage shall be constructed to carry, according to the said regulations, in the whole exceeding fifteen and not exceeding eighteen passengers; and not more than two additional outside passengers for every three additional passengers which any such carriage shall be constructed to carry, according to the said regulations, in the whole; and if any greater number of outside passengers shall be carried by any such stage carriage as aforesaid than is hereinbefore specified and allowed, the driver of such stage carriage, and the conductor or guard thereof, at the time when such offence shall be committed, shall respectively forfeit the sum of 5*l*.

18. That nothing in this act contained shall in any way alter or affect any of the regulations or provisions contained in the said act passed in the 2 & 3 Will. 4, [c. 120], relating to stage carriages, now in force, which shall not be inconsistent with the regulations and provisions hereinafter contained; and that all the clauses and provisions contained in the said act relating to the recovery of penalties before any justice of the peace shall be applied and be put in force for the recovery of any penalty imposed by or incurred under this act: Provided always, that it shall be lawful for any person to inform and prosecute for any penalty incurred, as well by the owner or proprietor of any stage carriage, as by the driver, conductor, or guard thereof,

under this act, so far as relates to the particulars to be painted on stage carriages, or to carrying a greater number of passengers by any stage carriage than the same is constructed to carry, or than is allowed by this act, provided the information be exhibited or the complaint made within ten days after the offence shall have been committed: Provided also, that where by this act any penalty is imposed upon the driver and conductor or guard of any stage carriage respectively for one and the same offence, only one prosecution shall be had or maintained for the recovery of such penalty against such driver or conductor or guard, at the option of the person prosecuting for the same.

19. That in any prosecution for the recovery of any penalty relating to the carrying of passengers by any stage carriage, or to the number of passengers which any stage carriage shall be constructed to carry, if proof be made of the due admeasurement of the height or bearing of such stage carriage, or of the seat or any of the seats in or upon any such carriage, or of the particulars painted thereon, the same shall be deemed and received as evidence thereof without the production of such carriage.

20. And whereas by an act passed in the 22 Geo. 3, [c. 48], intitled "An Act for charging a Duty on Persons whose Property shall be insured against Loss by Fire," it is enacted, that no person shall insure or open any office for insuring houses, furniture, goods, wares, merchandises, or other property, from loss by fire, in Great Britain, without first taking out a license for that purpose from the commissioners for managing the stamp duties, which license it is enacted shall endure and have force for one year only; and it is thereby also enacted, that every person and body politic or corporate to whom any such license shall be granted shall at the time of receiving such license give security, by bond, to his Majesty, conditioned for making out and delivering the accounts of all monies received for duties granted by the said last-mentioned act, and payment of the same, as therein mentioned: And whereas, under and by virtue of an act passed in the 6 & 7 Will. 4, [c. 28], intitled "An Act to enable Persons to make Deposits of Stock or Exchequer Bills in lieu of giving Security by Bond to the Postmaster General and Commissioners of Land Revenue, Customs, Excise, Stamps, and Taxes," and of an act passed in the 1 & 2 Vict. [c. 61], for amending the said last-mentioned act, any person from whom any security is required in respect of any matter relating to the revenues of the Post Office, land revenues, customs, excise, stamps, or taxes is enabled, in lieu of giving such security by bond, to give the same by transfer of stock or deposit of Exchequer Bills, as therein mentioned: And whereas the giving of security every year by persons insuring property from loss or damage by fire, on taking out a license for that purpose, is attended with great inconvenience, and it is expedient to provide a remedy for the same: Be it therefore enacted, That every license which shall be hereafter granted for insuring houses, furniture, goods, wares, merchandises, or other property from loss by fire, under the said act passed in the 22 Geo. 3, shall endure and remain in force from the day of the date thereof for and during all such time as the body politic or corporate to which the same shall be granted, or the persons therein named, or any of them, shall continue to insure or carry on the business of fire insurance, or, in the case of a company not incorporate, so long as the persons named in the license shall be members or partners or a member or partner of the company named or described in such license, and as and for the whole of which the same shall have been granted, anything in any of the said recited acts or in any other act contained to the contrary notwithstanding: Provided always, that every person and body politic or corporate, to whom any such license as aforesaid shall be granted, shall give security, by bond, to her Majesty, her heirs and successors, in such sum as the commissioners of stamps and taxes shall think proper, with sufficient sureties to the satisfaction of the said commissioners, or by transfer of stock or deposit of Exchequer Bills, in pursuance of the said recited acts in that behalf, for duly and faithfully keeping, making out, signing, and delivering, in the manner required by any act of parliament relating thereto, all and every the accounts by any such act required to be kept, made out, signed, and delivered by persons and bodies politic or corporate to whom license is granted for insuring houses, furniture, goods, wares, merchandises, or other property from loss by fire, and for duly and faithfully paying, as required by any such act, to the receiver general of stamps and taxes, or to such other person as the



said commissioners may require, for the use of her Majesty, her heirs and successors, the duties which shall appear to be due on such accounts respectively, and for truly and faithfully observing and performing all the directions, matters, and things contained in the said acts on the part of such licensed person or body politic or corporate to be observed and performed; and every such security to be given under any of the said acts, whether by bond or transfer, or deposit of stock or Exchequer Bills, and in the case of any such transfer or deposit in or into whose name or names soever, together with the name of the chairman of the commissioners of stamps and taxes for the time being, the stock or Exchequer Bills shall be, or be transferred or deposited, shall continue and be a security for the due performance of all things required as aforesaid, not only during all such time as the license to which the same shall relate shall be in force, but during all such time as the body politic or corporate, or the company not incorporate named or described in such license, shall insure any such property from loss by fire, or shall carry on the business of such insurance, whether any such license shall be in force or not, or otherwise according to the conditions of any such bond, or the terms or conditions of any declaration relating to any such stock or Exchequer Bills; and such stock or Exchequer Bills may, when the security for which the same was or were transferred or deposited shall be no longer necessary, be transferred or delivered up to any of the persons who for the time being shall be a partner or member or partners or members of the company for or on whose behalf the same was or were transferred or deposited, or otherwise according to the terms, if any, in that behalf mentioned and contained in any such declaration, as the said chairman for the time being shall think proper: Provided always, that every such security shall be renewed from time to time, as often as any such bond shall become forfeited, or any of the parties thereto shall die or become bankrupt or insolvent, or reside in parts beyond the seas, and also as often as the said commissioners shall think fit, and in such amount as they or the commissioners of her Majesty's treasury shall direct, whether the same shall be by bond or transfer or deposit as aforesaid; and in the event of any neglect or refusal to renew the same when required by this act or by the said commissioners of stamps and taxes, it shall be lawful for the said last-mentioned commissioners to revoke the license which shall have been granted to the body politic or corporate, or company, or persons neglecting or refusing to renew such security to insure property from loss by fire, and thenceforth such license shall cease and determine.

21. That it shall not be lawful for the commissioners of stamps and taxes, or any of their officers, to stamp or mark any vellum, parchment, or paper upon which any bill of lading, or any charter-party, or any agreement, contract, memorandum, letter, or other writing by this act chargeable with any duty as a charter-party, shall be engrossed, written, or printed, under any pretence whatever, after the same shall be executed or signed by any party, except as herein is provided; and if any person shall make or sign any bill of lading which shall be engrossed, printed, or written, or partly engrossed or written and partly printed, upon vellum, parchment, or paper not duly stamped according to law, every such person shall forfeit the sum of 50*l*.: Provided always, that if any charter-party, or any such agreement, contract, memorandum, letter, or writing chargeable with any duty as a charter-party, shall be brought to the head office of the said commissioners, or to any of their proper officers, to be stamped, within fourteen days after the same shall bear date, and shall have been executed or signed by the party thereto who shall have first executed or signed the same, it shall be lawful for the said commissioners and they are hereby required to cause the same to be stamped, upon payment of the duty chargeable thereon, without any penalty; and if the same shall be brought to the said head office to be stamped at any time after the expiration of such fourteen days and within one calendar month after the same shall bear date, and shall have been first executed or signed as aforesaid, it shall be lawful for the said commissioners and they are hereby required to cause the same to be stamped upon payment of the duty chargeable thereon, and of the further sum of 10*l*. by way of penalty.

22. And whereas before any person is admitted to the degree of a barrister-at-law in England he is required to be admitted a member of one of the inns of court in England, as well as a student into the society of King's Inns in Dublin, and it is expedient to relieve all such persons from the duty payable on such admission in England; be it therefore enacted, That where any

person shall be admitted a member of any of the inns of court in England, and also a student into the society of King's Inns in Dublin, and shall have paid the stamp duties chargeable on both such admissions, it shall be lawful for the commissioners of stamps and taxes to repay to such person the amount of the duty on such admission in England, after deducting the usual discount allowed on the purchase of stamps in England, provided application shall be made for that purpose within six calendar months after the last admission; and proof of both such admissions, and the payment of the duties thereon, shall be made to the satisfaction of the said commissioners, who shall be at liberty to make such regulations relating thereto as they shall think proper.

23. And whereas by the said recited act of the 55 Geo. 3, the commissioners of the treasury are authorized to allow time for making claims for a return of stamp duty paid upon probates of wills and letters of administration in cases where an executor or administrator hath paid debts out of the personal or moveable estate of any deceased person, and it is expedient to authorize the commissioners of stamps and taxes to allow time for making such claims; be it therefore enacted, That where it shall be proved by oath and proper vouchers, to the satisfaction of the said commissioners of stamps and taxes, that an executor or administrator hath paid debts due and owing from the deceased, and payable by law out of his or her personal or moveable estate, to such an amount as, being deducted from the amount or value of the estate and effects of the deceased for or in respect of which a probate or letters of administration shall have been granted in England after the 31st August, 1815, or which shall be included in any inventory duly exhibited and recorded after that day in a commissary court in Scotland, shall reduce the same to a sum which, if it had been the whole gross amount or value of such estate or effects, would have occasioned a less stamp duty to be paid on such probate or letters of administration or inventory than shall have been actually paid thereon, it shall be lawful for the said commissioners of stamps and taxes and they are hereby required to return the difference, provided the same shall be claimed within three years after the date of such probate or letters of administration, or the recording of such inventory as aforesaid; but where, by reason of any proceeding at law or in equity, the debts due from the deceased shall not have been ascertained and paid, or the effects of the deceased shall not have been recovered and made available, and in consequence thereof the executor or administrator shall be prevented from claiming such return of duty as aforesaid within the said term of three years, it shall be lawful for the said commissioners of stamps and taxes to allow such further time for making the claim as may appear to them to be reasonable under the circumstances of the case.

24. That all pecuniary penalties imposed by or which may be incurred under this act may be sued or prosecuted for and recovered by the same ways and means, and in the same manner and form, and be mitigated and applied as any other penalty incurred under any act relating to the stamp duties may be sued for, prosecuted, and recovered, mitigated and applied; and that all the powers, provisions, regulations, forfeitures, pains, and penalties contained in or imposed by any act or acts in force with relation to any of the duties under the management of the commissioners of stamps and taxes, so far as the same are or may be applicable in cases not by this act expressly provided for, and so far as the same shall not be superceded by, and as the same shall be consistent with, the express provisions of this act, shall be of full force and effect with respect to the duties by this act granted, and to the matters and things charged or chargeable therewith, in respect of which duty is hereby granted, and shall be applied and put in execution for recovering, securing, and collecting the said duties hereby granted, and for preventing, detecting, and punishing all frauds, forgeries, and other offences relating thereto, as fully and effectually to all intents and purposes as if such powers, provisions, regulations, forfeitures, pains, and penalties had been repeated and specially enacted in this act with reference to the duties by this act granted and made payable.

25. That wherever in this act, with reference to any person, matter, or thing, any word or words is or are used importing the singular number or the masculine gender only, yet such word or words shall be understood to include several persons as well as one person, females as well as males, bodies politic or corporate as well as individuals, and several matters or things as well as one matter or thing, unless it be otherwise

specially provided, or there be something in the subject or context repugnant to such construction.

26. That this act shall commence and take effect on the respective days hereinafter mentioned, (that is to say), so much thereof as relates to the duties on passengers conveyed on railways shall commence and take effect on the 1st August, 1842; and so much thereof as relates to stage carriages, and licenses for keeping, using, or employing the same, and to the duties thereon, shall commence and take effect on the 3rd October, 1842; and so much as relates to any other duties, matters, and things, shall commence and take effect on the passing of this act.

27. That this act may be amended or repealed by any act to be passed in this present session of parliament.

### SCHEDULE,

*Containing the Duties by this Act granted on Stage Carriages, (that is to say),*

For and in respect of every original license to be taken out yearly by the person who shall keep, use, or employ any stage carriage in Great Britain, (that is to say), for every such stage carriage .....	£3	3	0
And for and in respect of every supplementary license for the same carriage, for which any such original license shall have been granted, which shall be taken out in any case allowed by law during the period for which such original license was granted.....	0	5	0
And for and in respect of every mile which any stage carriage shall be licensed to travel .....	0	0	1½

*And also the Duties in respect of Passengers conveyed for Hire by Carriages travelling upon Railways, (that is to say),*

For and in respect of all passengers conveyed for hire upon or along any railway, a duty at and after the rate of 5l. for 100l. upon all sums received or charged for the hire, fare, or conveyance of all such passengers.

*And also the Duties on the Instruments, Matters, and Things herein mentioned and described, (that is to say),*

Bill of lading of or for any goods, merchandize, or effects to be exported or carried coastwise ....	£0	0	6
Charter-party, or any agreement or contract for the charter of any ship or vessel, or any memorandum, letter, or other writing between the captain, master, or owner of any ship or vessel, and any other person, for or relating to the freight or conveyance of any money, goods, or effects on board of such ship or vessel.....	0	5	0
Collation or appointment by any archbishop or bishop, to any cathedral, prebend, dignity, office, or honorary canonry, having no endowment or emolument attached or belonging thereto .....	2	0	0
Collation by any archbishop or bishop to any ecclesiastical benefice, dignity, or promotion in England, other than as aforesaid .....	7	0	0
And where the net yearly value of such benefice, dignity, or promotion, shall amount to 300l. or upwards, then for every 100l. thereof, over and above the first 200l., a further duty of.....	5	0	0
Donation or presentation by her Majesty, or her heirs or successors, of or to any ecclesiastical benefice, dignity, or promotion in England ....	5	0	0
And where the net yearly value of such benefice, dignity, or promotion shall amount to 300l. or upwards, then for every 100l. thereof, over and above the first 200l., a further duty of .....	5	0	0
Institution granted by any archbishop, bishop, chancellor, or other ordinary, or by any ecclesiastical court, to any ecclesiastical benefice, dignity, or promotion in England:			
Where the same shall proceed upon a presentation .....	2	0	0
And where it shall proceed upon the petition of the patron to be himself admitted and instituted .....	7	0	0

And if in the latter case the net yearly value of such benefice, dignity, or promotion shall amount to 300l. or upwards, then for every 100l. thereof, over and above the first 200l., a further duty of.....

5 0 0

*Note.*—The value of such benefice, dignity, or promotion in any and every of the cases aforesaid to be ascertained by the certificate of the ecclesiastical commissioners for England: Provided always, that two or more benefices episcopally or permanently united shall be deemed one benefice only.

Licenses to hold a perpetual curacy not proceeding upon a nomination .....

3 10 0

(To be continued).

### London Gazette.

TUESDAY, AUGUST 30.

#### DECLARATION OF INSOLVENCY.

WILLIAM MEARNs, Liverpool, shawl dealer and shawl warehouseman.

#### BANKRUPTS.

AUGUSTUS APPELGATH, Crayford, Kent, silk printer, Sept. 7 at half-past 1, and Oct. 11 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sols. Marden & Pritchard, Newgate-street.—Fiat dated Aug. 22.

EDWARD CORAH, Bristol, hosier, Sept. 6 at 2, and Oct. 11 at 1, Court of Bankruptcy: Off. Ass. Belcher; Sol. Ashurst, Cheapside.—Fiat dated Aug. 25.

LOUIS COUREL, Leicester-street, Leicester-sq., hotel keeper, Sept. 7 at half-past 11, and Oct. 11 at 11, Court of Bankruptcy: Off. Ass. Belcher; Sols. Mullins & Pattison, 1, Great James-street, Bedford-row.—Fiat dated Aug. 25.

ANDREW GULLIFER GIFFORD, Mark-lane, City of London, wine merchant, Sept. 9 at half-past 11, and Oct. 11 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Hook, 11, Tokenhouse-yard, Lothbury.—Fiat dated August 29.

THOMAS SMITH GOODE, Manchester, merchant, Sept. 9 and Oct. 11 at 10, Commissioners'-rooms, Manchester: Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, 3, Elm-court, Middle-temple.—Fiat dated Aug. 16.

GEORGE WARDEN, Market Harborough, Leicestershire, innkeeper and victualler, Sept. 8 and Oct. 11 at 11, Castle of Leicester, Leicester: Sols. Douglas, Market Harborough; Austen & Hobson, Raymond-buildings, Gray's-inn.—Fiat dated Aug. 26.

CHARLES BIGGS, Manchester, commission agent and merchant, Sept. 13 and Oct. 11 at 10, Commissioners'-rooms, Manchester: Sols. Jesse, Manchester; Milne & Co., Temple.—Fiat dated Aug. 11.

WILLIAM BURTON, Hutton, near Rudby, Yorkshire, miller, Sept. 6 and Oct. 11 at 11, Vane Arms Hotel, Stockton, Durham: Sols. Wilson & Faber, Stockton-on-Tees; Perkins, 15, Gray's-inn-square.—Fiat dated Aug. 18.

THOMAS THOMPSON, Hambleton, Fylde, Lancashire, tanner, Sept. 20 and Oct. 11 at 12, Town-hall, Preston: Sols. Wagstaff & Co., Warrington; Sharpe & Co., 41, Bedford-row.—Fiat dated Aug. 22.

JOSEPH FISHER, Sneinton, Nottinghamshire, boatwright, Sept. 8 and Oct. 11 at 3, King's Head Inn, Loughborough: Sols. Hucknall, Loughborough; Emmett & Allen, 14, Bloomsbury-square.—Fiat dated Aug. 15.

GEORGE BODDINGTON, Warwick, coach builder, Sept. 12 at 11, and Oct. 11 at half-past 2, Lansdowne Hotel, Leamington Priors: Sols. Briggs, Leicester; Watson & Broughton, 5, Falcon-square.—Fiat dated Aug. 23.

JOHN BOWLER, Walsall, Staffordshire, carpenter and builder, Sept. 14 and Oct. 11 at 12, Swan Hotel, Wolverhampton: Sols. Harding, Birmingham; Stafford, 13, Buckingham-street, Strand.—Fiat dated July 26.

#### MEETINGS.

*Rich. Needs*, St. Thomas the Apostle, Devonshire, serge maker, Sept. 14 at 12, Old London Inn, Exeter, ch. ass.—*O. Johnson*, Maldon and Great Braxted, Essex, corn dealer, Sept. 2 at 12, Court of Bankruptcy, last ex.—*Jas. Evans*, Darwen, Lancashire, ironfounder, Sept. 23 at 12, Commissioners'-rooms, Bolton-le-Moors, last ex.; Nov. 10 at 11, aud. ac.;

at 12, div.—*Wm. Crowther*, Charles-st., Middlesex Hospital, coachmaker, Sept. 22 at 2, Court of Bankruptcy, aud. ac. and fin. div.—*John Wm. Nevill*, Broad-st., Cheapside, Manchester warehouseman, Sept. 22 at half-past 12, Court of Bankruptcy, aud. ac.—*Jas. Simmons*, *John Simmons*, and *John Pine*, Battersea, Surrey, and Stoney-st., Southwark, manufacturers of prussiate of potash, Sept. 20 at 11, Court of Bankruptcy, aud. ac.—*Benj. Simmons* and *Jonathan Brook*, Folly, Dockhead, Bermondsey, ironfounders, Sept. 20 at 11, Court of Bankruptcy, aud. ac.—*Hen. Wm. Jackson*, Haverhill, Essex, wine merchant, Sept. 20 at 2, Rose and Crown Inn, Saffron Walden, aud. ac.—*Thos. Sleeman*, Tenby, Pembrokeshire, wine merchant, Sept. 27 at 12, Commercial-rooms, Bristol, aud. ac.; Sept. 30 at 12, div.—*Thos. Washer Gibbs*, Bristol, soap maker, Sept. 20 at 11, Commercial-rooms, Bristol, aud. ac.; Sept. 21 at 11, fin. div.—*Edward Bevan* and *Mich. Yates*, Bristol, merchants, Sept. 23 at 2, Commercial-rooms, Bristol, aud. ac.; Sept. 27 at 2, div. sep. est. of *Mich. Yates*.—*Wm. Carr* and *John C. Carr*, Sunderland, Durham, merchants, Sept. 19 at 1, aud. ac.—*Nath. M'Knight*, *Samuel M'Knight*, and *John M'Neille*, Liverpool, merchants, Sept. 21 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Richard Morris*, Chepstow, Monmouthshire, timber merchant, Sept. 28 at 11, Beaufort Arms Inn, Monmouth, aud. ac. and div.—*Charles Dean*, King's-heath, Worcestershire, *Edward Cope*, Manchester, and *Wm. Tomlinson*, jun., Birmingham, ironmasters, Sept. 26 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Thos. W. Wright* and *Geo. W. Hyde*, Nottingham, dyers, Sept. 22 at 10, George the Fourth Inn, Nottingham, aud. ac.; at 11, div. sep. est. of *Thos. Whyley Wright*.—*Isaac Hooley*, Nottingham, miller, Sept. 22 at 2, George the Fourth Inn, Nottingham, aud. ac.; at 3, div.—*Wm. Barker* and *Samuel Adams*, Nottingham, boilers, Sept. 22 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.—*Hen. Wm. Jackson*, Haverhill, Essex, wine merchant, Sept. 20 at 2, Rose and Crown Inn, Saffron Walden, aud. ac.; at 3, div.—*John Lloyd*, Beaumaris, Anglesey, tanner, Sept. 21 at 11, Uxbridge Arms Hotel, Carnarvon, aud. ac.; at 12, fin. div.—*John Houghton*, Blackburn, Lancashire, cotton spinner, Oct. 7 at 11, Commissioners'-rooms, Manchester, pr. d. and fin. div.; at 12, aud. ac.—*Wm. Hounsfield*, Manchester, commission merchant, Sept. 26 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and div.—*J. Pickering*, Loughborough, Leicestershire, wine merchant, Oct. 11 at 3, King's Head Inn, Loughborough, aud. ac.; at 4, div.—*Chas. Hilton*, Manchester, cotton manufacturer, Sept. 20 at 10, Commissioners'-rooms, Manchester, fin. div.; at 11, aud. ac.—*Wm. B. Price* and *John Edwards*, Shrewsbury, Shropshire, bankers, Sept. 27 at 11, Shire-hall, Shrewsbury, aud. ac.; at 12, div.—*Wm. Kent*, Burton-upon-Trent, Staffordshire, cordwainer, Sept. 21 at 11, New Inn, Derby, aud. ac.; at 12, fin. div.—*Jas. Garry*, Manchester, brassfounder, Sept. 21 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Sept. 20.*  
*Thos. Woodman*, Great Billington, Leighton Buzzard, Bedfordshire, farmer.—*Jas. Hopkins*, Leighton Buzzard, Bedfordshire, butcher.—*Ed. Paine*, Liverpool, drysalter.—*Wm. Durant*, Southwick and Brighton, Sussex, wharfinger.—*Thomas Endicott*, Bath, innkeeper.—*John Mills*, Manor-street, Clapham, Surrey, ship owner.—*Stephen H. Crosswell*, Walbrook, City of London, wine merchant.—*Wm. Powell*, Birmingham, brass founder.—*Samuel Palmer Gladstone*, Crisp-st., East India-road, Poplar, shipwright.

#### SCOTCH SEQUESTRATIONS.

*James Robertson*, Dumfries, wood merchant.—*John Robertson*, Dumfries, ship owner.—*Alexander Peebles*, Glasgow, millwright.—*John Drysdale & Son*, Balbirnie, near Markinch, Fifeshire, manufacturers.—*Charles Galki*, Edinburgh, picture dealer.—*Neil C. M'Laren*, Glasgow, accountant.—*Robert Curror*, Dunduff, Fifeshire, deceased.

#### INSOLVENT DEBTORS.

*Saturday, Aug. 27, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Thos. Oatley*, Tilstock, Shropshire, carpenter, No. 59,938 C.; *Richard Moses*, assignee.—*J. S. Shaw*, Ashton-under-

*Lyne*, Lancashire, druggist, No. 60,240 C.; *J. B. Coulthart*, assignee.—*Wm. Cole*, Whiteheath-gate, Rowley Regis, Staffordshire, licensed victualler, No. 60,613 C.; *T. J. A. Fuller*, assignee.—*James Robinson*, Swanwick, near Alfreton, Derbyshire, cordwainer, No. 60,542 C.; *John Richardson*, assignee.—*John Booth*, Bridgnorth, Shropshire, waterman, No. 59,952 C.; *Wm. Davis*, assignee.—*James Farman*, jun., Ipswich, Suffolk, carpenter, No. 59,199 C.; *Wm. Cook*, assignee.—*James Saunders*, Carlisle, Cumberland, draper, No. 60,156 C.; *Michael Haigh*, assignee.—*Robert Farman*, Ipswich, Suffolk, carpenter, No. 59,172 C.; *Fras. Fisk*, assignee.—*Thos. Drinkwater*, Davenham, near Northwich, Cheshire, joiner, No. 59,539 C.; *Robert Rigby* and *James Gibson*, assignees.—*Thomas Shuttleworth*, Langridge, near Preston, Lancashire, schoolmaster, No. 59,352 C.; *Thos. Coup*, assignee.—*Saml. Fisher*, Abingdon, Berkshire, tailor, No. 59,242 C.; *John Hyde*, sen., and *John Hyde*, jun., assignees.—*Richard King*, Ashton-under-Lyne, Lancashire, druggist, No. 59,859 C.; *R. Dickson* and *G. Woodhead*, assignees.—*Joseph Whitehead*, Greenacres-moor, Oldham, Lancashire, retailer of beer, No. 60,169 C.; *John Goldthorpe*, assignee.—*N. C. Gellthorpe*, Shirley, near Ashburn, Derbyshire, miller, No. 59,480 C.; *A. Marples*, assignee.—*David Levi*, Birmingham, licensed victualler, No. 59,559 C.; *J. B. Payn* and *N. Kimberley*, assignees.—*James Taylor*, Derby, traveller in the tobacco trade, No. 60,344 C.; *John Ray*, assignee.—*Henry Chard*, Liverpool, merchant, No. 45,570 C.; *Richard Benbow*, assignee.—*J. Wilkinson*, Hurst-green, near Clitheroe, Lancashire, bobbin turner, No. 17,313 C.; *Wm. Parker*, assignee.—*Jas. Moss*, South-bank, Regent's-park, and Wigmore-st., Cavendish-sq., solicitor, No. 52,655 T.; *John Moon* and *Wm. Scott*, assignees.—*William Thacker*, Coleman-st., cloth worker, No. 53,496 T.; *Philip May*, assignee.—*Job Matthews*, Frederick's-place, Brewer's-green, Westminster, licensed victualler, No. 53,595 T.; *G. B. Brumbridge*, assignee.—*John Jos. Jones*, Upper Southwick-st., Cambridge-terrace, Edgeware-road, out of business, No. 53,453 T.; *Fred. Jas. Sargood*, assignee.—*Joseph Harper*, King-st., Tower-hill, blacksmith, No. 53,511 T.; *Jesse Oldfield*, assignee.—*John A. Pleasant*, Friar-st., Horselydown, Southwark, tailor, No. 53,714 T.; *Rich. Ratson*, assignee.—*Edw. Robinson*, Cheshunt, Hertfordshire, foreman to a coachmaker, No. 52,374 T.; *Henry Butler*, assignee.—*Henry Heywood*, Hulme, Lancashire, book-keeper, No. 59,533 C.; *Robt. Bentley*, assignee.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Geo. Rich. Naylor*, Exmouth-st., Spa-fields, grocer, Aug. 80, M'Duff's, 37, Castle-st., Holborn: 3s. 5d. in the pound.—*Francis Charles Knight*, York-road, Lambeth, grocer, Aug. 13, Gold's, 164, High-st., Southwark: 1s. 1d. in the pound.—*James Kidd*, New Brentford, omnibus proprietor, Sleep's, 2, Middle Temple-lane: 1s. 10d. in the pound.

#### MEETINGS.

*John Hornby*, Hedon, in Holderness, Yorkshire, innkeeper, Sept. 15 at 11, Wright's, Hedon, sp. affairs.—*Robt. Farman*, Ipswich, Suffolk, carpenter, Sept. 15 at 6, Grimsey's, Ipswich, sp. affairs.—*James Farman*, jun., Ipswich, Suffolk, carpenter, Sept. 16 at 6, Grimsey's, Ipswich, sp. affairs.

#### FRIDAY, SEPTEMBER 2.

#### DECLARATION OF INSOLVENCY.

*GEORGE OLDEN*, Salisbury, Wiltshire, grocer and wine and spirit merchant.

#### BANKRUPTS.

*WILLIAM LIONEL FELIX TOLLEMACHE*, Keston, and Lock's Bottom, Kent, and Penton-lodge, near Andover, Hampshire, horse dealer and coach proprietor, Sept. 13 at 2, and Oct. 14 at 1, Court of Bankruptcy: *Off. As. Pennell*; *Sol. Nias*, Copthall-buildings, City.—*Fiat* dated September 2.

*JOHN GOODERED*, sen., Piccadilly, shell fishmonger, Sept. 2 at 1, and Oct. 14 at 12, Court of Bankruptcy: *Off. As. Belcher*; *Sol. Lewis*, 7, Arundel-street, Strand.—*Fiat* dated Aug. 29.

*JOHN GOODCHILD PALLISTER* and *JAMES MAY BUTTERFINT NEWRICK*, Sunderland, Durham, grocers and tea dealers, millers, and shipowners, Sept. 19 at 3, and Oct. 14 at 11, Bridge Hotel, Sunderland: *Sols. Herison*, Newcastle-upon-Tyne; *Currie & Woodgate*, 3, New-square, Lincoln's-inn.—*Fiat* dated Aug. 24.

THOMAS WHITE, jun., Gosport, Hampshire, ship builder, Sept. 8 at 2, and Oct. 14 at 11, Court of Bankruptcy: Off. Ass. Pennell; Sol. Baylis, 1, Devonshire-square, Bishopsgate.—Fiat dated Aug. 29.

ROBERT JUD, Cambridge, livery stablekeeper, Sept. 10 and Oct. 14 at 10, Red Lion Inn, Petty Cury, Cambridge: Sols. Bradley, Cambridge; Robinson, 6, Half Moon-street, Piccadilly.—Fiat dated Aug. 29.

CHARLES FERRIS, Bristol, victualler, Sept. 16 and Oct. 14 at 2, Commercial-rooms, Bristol: Sols. Williams & Barker, Bristol; Gregory & Son, Clement's-inn.—Fiat dated Aug. 26.

JOSEPH SPENCER, jun., Liverpool, builder, Sept. 14 and Oct. 14 at 2, Clarendon-rooms, Liverpool: Sols. Christian & Sons, Liverpool; Lowe & Co., Southampton-buildings, Chancery-lane.—Fiat dated Aug. 30.

JOSEPH RALEIGH, THOMAS SMITH GOODE, and WILLIAM HOLLAND, Manchester, merchants, Sept. 22 and Oct. 14 at 10, Commissioners'-rooms, Manchester: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated Aug. 18.

JOSEPH RALEIGH and THOMAS SMITH GOODE, Manchester, merchants, Sept. 22 and Oct. 14 at 11, Commissioners'-rooms, Manchester: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated Aug. 17.

#### MEETINGS.

John M. Lean, Liverpool, merchant, Sept. 26 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, pr. d.—G. Lau, Birmingham, general merchant, Sept. 13 at 12, Waterloo-rooms, Birmingham, pr. d.—Chas. Radenhurst, Birmingham, innkeeper, Sept. 26 at 2, Waterloo-rooms, Birmingham, ch. ass.—Thos. Penny, Shepton Mallet, Somersetshire, grocer, Sept. 13 at 1, Commercial-rooms, Bristol, ch. ass.—W. Chappelow, Long-acre, bridge cutter, Sept. 23 at 2, Court of Bankruptcy, last ex.—Edw. Thomas Murray, Church-street, Newton, leather seller, Sept. 13 at 1, Court of Bankruptcy, last ex.—Geo. Henry Watson, Aldersgate-street, apothecary, Sept. 13 at 11, Court of Bankruptcy, last ex.—Hen. Capel, Cooper's-row, Tower-hill, wine merchant, Sept. 5 at 1, Court of Bankruptcy, last ex.—John Holland, Chepping Wycombe, Buckinghamshire, cordwainer, Sept. 5 at half-past 1, Court of Bankruptcy, last ex.—Caleb Robinson, High Holborn, tailor, Sept. 6 at 1, Court of Bankruptcy, last ex.—John Pinnock Thirkell, Cranbrook, Kent, farmer, Sept. 7 at 11, Guildhall, Canterbury, last ex.—William Stewart, Ludgate-hill, maulin manufacturer, Sept. 24 at 12, Court of Bankruptcy, aud. ac. and div.—Hen. Ricket, Henry-st., Pentonville, dealer in wine, Sept. 24 at half-past 11, Court of Bankruptcy, aud. ac. and fin. div.—Adam Telfer, Praed-st., Paddington, smith, Sept. 24 at half-past 12, Court of Bankruptcy, aud. ac. and div.—John Rackham, jun., Long-acre, coach builder, Sept. 23 at 1, Court of Bankruptcy, aud. ac. and div.—Thos. Bull, Minories, grocer, Sept. 24 at 1, Court of Bankruptcy, aud. ac. and div.—Daniel Wade Acraman, Wm. Ed. Acraman, Alfred John Acraman, Wm. Morgan, Thos. Holroyd, and Jas. N. Franklin, Bristol, ship builders, Oct. 18 at 2, Commercial-rooms, Bristol, aud. ac. joint est.; Oct. 19 at 3, aud. ac. sep. est. of D. W. Acraman; Oct. 20 at 2, aud. ac. sep. est. of W. E. Acraman; Oct. 21 at 2, aud. ac. sep. est. of A. J. Acraman; Oct. 22 at 2, aud. ac. sep. est. Thos. Holroyd; Oct. 24 at 2, aud. ac. sep. est. of W. Morgan; Oct. 25 at 2, aud. ac. sep. est. of J. N. Franklin.—Ed. Bevan and M. Yates, Bristol, merchants, Sept. 26 at 2, Commercial-rooms, Bristol, aud. ac.; Sept. 28 at 2, div.—Thos. Little, Kingston-upon-Hull, tobacco manufacturer, Sept. 30 at 11, George Inn, Kingston-upon-Hull, aud. ac.; at 12, div.—Wm. Halliwell, Manchester, and Lower Darwen, cotton manufacturer, Oct. 4 at 12, Commissioners'-rooms, Manchester, div.; at 1, aud. ac.—J. Abbott, Blackburn, Lancashire, cotton manufacturer, Oct. 7 at 11, Town-hall, Preston, aud. ac.; at 12, div.—Jos. Piddock and Thos. Burton, Nottingham, maltsters, Sept. 26 at 11, George the Fourth Inn, Nottingham, aud. ac. sep. est.; at 1, aud. ac. joint est.—John Jackson, Nottingham, plumber, Sept. 27 at 11, George the Fourth Hotel, Nottingham, aud. ac.—John Courtney, Bristol, banker, Sept. 29 at 2, Commercial-rooms, Bristol, aud. ac.; Sept. 30 at 2, div.—William Blandell and Robt. Falk, Liverpool, merchants, Sept. 26 at 1, Clarendon-rooms, Liverpool, aud. ac.; Sept. 27 at 1, fin. div. joint and sep. est.—Wm. Bourne and Geo. Bourne, Coleman-street, and Regent-st., woollen drapers, Sept. 24 at 11, Court of Bankruptcy, fin. div.—Wm. Smith and Josias Smith, Hat-

ton-garden, Middlesex, and Edinburgh, cabinet makers, Sept. 24 at half-past 1, Court of Bankruptcy, fin. div.—Abraham L. Franklin, Liverpool, bullion merchant, Sept. 23 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—R. C. Bourne, Birmingham, woollen draper, Sept. 26 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, fin. div.—Edwd. Hare, Corby, Lincolnshire, liquor merchant, Sept. 27 at 2, Standwell's, Hotel, Stamford, aud. ac. and div.—Wm. H. Beeston, Manchester, coach builder, Sept. 26 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac.—Fred. Wm. Gough, Pencombe, Herefordshire, dealer and chapman, Sept. 27 at 11, Hammond's, Leominster, aud. ac.; at 12, first and fin. div.—Griffith Owen, Efailuchaf, Penmorfa, Carnarvonshire, maltster, Sept. 30 at 12, Uxbridge Arms Hotel, Carnarvon, aud. ac.; at 1, div.

#### CERTIFICATES TO BE ALLOWED.

Unless Cause shewn to the contrary, on or before Sept. 23.

Lewis Durlacher, Burlington-st., St. James's, Westminster, dealer in pictures.—H. W. Hobhouse, Johnson Phillott, and Chas. Lowder, Bath, bankers.—Geo. Sargent, Battle, Sussex, linen draper.—Joshua Bolshaw, Liverpool, sail maker.—John Richards, George-yard, Lombard-st., metal broker.—Thomas Bennett, Copthall-buildings, bookseller.—J. P. Graves, Mortimer-st., Cavendish-sq., auctioneer.

#### PARTNERSHIPS DISSOLVED.

John Williams and David David, Swansea, Glamorganshire, attorneys and solicitors.—Roger Potts, Edw. Potts, and Wm. Potts, Serjeant's-inn, Fleet-st., attorneys at law and solicitors.

#### SCOTCH SEQUESTRATIONS.

M. W. W. Ivison, Edinburgh, silk spinner.—Wm. Wood, Tradeston, Glasgow, draper.—Robt. Welsh, Edinburgh, solicitor.—Gemmell and Smith, Paisley, drapers.—C. & G. Murray, Greenock, merchants.—George Mackenzie, Munloch, Ross-shire, corn merchant.—James M'Farlane, Gourdie-hill, Auchtergaven, Perthshire, grazier.—Alexander Greig, Edinburgh, accountant.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Monday, Sept. 26 at 9.

Susannah Mason, Hyde-st., Bloomsbury, widow, out of business.—Henry Sheikote, Barking, Essex, out of business.—Benj. Lock, Hobart-place, Eaton-sq., Pimlico, gentleman's servant.—Thomas Brown, Adam's-row, Hampstead-road, and Goudge-st., Tottenham-court-road, baker.—Geo. Humphreys, John's-st., St. George's in the East, engineer.—Jas. Tingle, Thornhill-bridge-place, Chalk-road, Islington, engraver.—T. M. Hambro, Park-st., Park-rd., New Peckham, Surrey, bread and biscuit baker.—Joseph White, Chester-st., Kennington-lane, Lambeth, out of business.—Henry Hunt, Beviden-st., Hoxton New-town, cabinet maker.—Geo. Oulds, Wynyat-st., Goswell-road, out of business.—Robt. Nunn, Hertford-road, Kingsland-road, carpenter.—Jos. Barber, King-st., Clerkenwell, die sinker and stamper.

#### Adjourned.

James Mansell, St. George's-road, Southwark, out of business.—J. C. S. Pawle, Regent-st., Kennington, Surrey, out of business.

#### INSOLVENT DEBTORS' DIVIDENDS.

Robt. Oldham, Ashton-under-Lyne, Lancashire, surgeon: 2s. in the pound.—Philip Foster, Kegworth, Leicestershire, cowkeeper: 1s. 5d. in the pound.—James Barker, St. Ives, Huntingdonshire, innkeeper: 4s. 2d. in the pound.—Joseph Salmon, Matson, Upton St. Leonard's, Gloucestershire, out of business: 6s. 10d. in the pound.—Edmund Marshall, Ipswich, Suffolk, butcher: 9s. 8d. in the pound.

Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of 10 and 1.

#### MEETINGS.

Abel Marks, Mutley, Weston Peverell, Devonshire, gardener, Oct. 5 at 11, Court-house, Portugal-st., sp. affairs.—John Rumsey, Esq., deceased, Crickhowell, Devonshire, Sept. 19 at 12, Dangerfield's, Chancery-lane, Holborn, sp. affairs.—In the Matter of Hannah Duce, Oct. 3 at 12, Hill's, Birmingham, sp. affairs.

MASTER IN CHANCERY.—The Lord Chancellor has appointed Frank Isaac Nalder, of Crocombe, near Shepton Mallet, Somersetshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

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# The Jurist

No. 296.

LONDON, SEPTEMBER 10, 1842.

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LONDON, SEPTEMBER 10, 1842.

THE 3rd section of the Wills Act (1 Vict. c. 26) makes it lawful for every person to devise, bequeath, or dispose of by his will, executed in manner thereafter required, "all real estate and all personal estate which he shall be entitled to, either at law or in equity, at the time of his death, and which, if not so devised, bequeathed, or disposed of, would devolve upon the heir-at-law, or customary heir of him, or, if he became entitled by descent, of his ancestor, or upon his executor or administrator;" and provides, that the power thereby given shall extend to all real estate &c., and also to all contingent, executory, or other future interest in any real or personal estate, whether the testator may or may not be ascertained as the person, or one of the persons in whom the same respectively may become vested, and whether he may be entitled thereto under the instrument by which the same respectively were created, or under any disposition thereof by deed or will; and also to such of the same estates, interests, and rights respectively, notwithstanding that he may become entitled to the same subsequently to the execution of his will."

On this the learned writer\* of an able work observes, that though the Act "confers on every person the power to devise or dispose of such interests and rights, yet it is apprehended, that, in order to pass such interests, the testamentary power must be exercised, either expressly by distinct clauses, or by a special residuary devise and bequest; and that it is not safe to rely merely on a general devise of real or personal estate."

In order to ascertain whether there is good ground for this suggestion, it is necessary to advert also to the first or explanatory clause of the Act, which enacts, that the words *real estate* shall extend to manors, ad-

rowsons, messuages, lands, tithes, rents, and hereditaments, &c., and to any estate, right, or interest, other than a chattel interest therein; and the words *personal estate* shall extend to leasehold estates and other chattels real, and also to monies, shares of government and other funds, securities for money, (not being real estates), debts, choses in action, rights, credits, goods, and all other property whatsoever which by law devolves upon the executor or administrator, and to any share therein."

The question raised by the learned writer whose observation we have cited, is not whether a testator being at the date of his will, or becoming after that date, but before his death, entitled to a contingent interest, may by his will pass that interest, but whether such interest would pass under a general devise of *all his real or personal estate*. The question will therefore be, what, under the 1 Vict. c. 26, is the true meaning and extent of those general words, in the absence of others expressly or by implication excluding the gift of any contingent interest.

The 1st section of the Act gives the widest possible meaning to the words "real estate" and "personal estate," the former words embracing in terms "any estate, right, or interest" in lands. It seems difficult to find any reason for saying that such words do not extend to a contingent interest; which is clearly some interest, if it be not actually an estate or a right. When therefore a testator says, "I give *all* my real estate," without more; and the Act says, that the words "real estate" shall mean *any interest* in lands; on what ground can it be contended that the will is to be read as if the testator had said: I give all my real estate other than any contingent interest?

The Legislature has clearly evinced the utmost anxiety to give to testators the power of devising contingent interests of every kind—interests which cannot properly be called the *testator's* interest until the contin-

\* Worthington on Wills, p. 436, in notes.



gency happens, as well as those which are, even while contingent, properly the testator's. It has also given to general words, for the purposes of the Act, a construction capable of embracing, and we submit, positively and necessarily embracing, in the absence of any contradictory expressions, every kind of contingency. We contend, therefore, that when a testator uses words to which, when uncontrolled by others, the Act has annexed a particular effect; when, to give them that effect, is to infer that he has exercised a power which the Legislature has been studiously anxious to give him; and when, on the other hand, to give to his general words a more restricted sense, would be to infer, against the apparent general intent of the Act, and without express declaration of intention on the part of the testator, that he has not elected to exercise the powers given to him by the Act; and further, to make him intestate, against the general rule of law, which presumes an intention to be testate wherever the words will, without violence, admit such a construction; we say, that viewing these considerations, we contend, that, as regards the passing of contingent interests, there is no substantial ground for the caution deemed requisite by the learned writer to whom we have referred; and that, generally speaking, a devise of *all the testator's real estate* would pass his contingent interests in realty. Of course, however, we do not dispute the prudence, particularly if the dispositions of a will are at all intricate, of devising contingent interests, ex abundanti cautela, by a special clause.

Next, let us consider the question with reference to personal estate: on this point, the language of the Act is still stronger. The words "personal estate" are declared to mean not merely, *inter alia*, choses in action, *rights* and credits; but, as if the word *rights* were not sufficient, the clause goes on to include "all other property whatsoever which by law devolves on the executor or administrator." Whatever doubt there may be whether contingent interests fall within the meaning of the word *rights*, there can be none that they are a property which would devolve on the personal representatives. And being clearly therefore included in the general meaning of the words *personal estate* under the Act, the same reasons which we have offered for contending that a general devise of real estate will pass contingent interests in realty, apply as fully in support of the opinion, that a general bequest of *all my personal estate* would pass any contingent interest in personalty, provided they are such as would, if not bequeathed, vest in the personal representative.

The learned writer, whose suggestion we have been discussing, has not advanced any arguments in support of the view which he takes. From his expression that "the testamentary power must be exercised," it may be thought, that, with reference to realty at least, he considers the power given by the Act as something in the nature of an ordinary power of appointing by will, and therefore subject to the rules affecting such powers; but if that be the argument, we would submit, that the power given by the Act is of a very distinct nature from any ordinary testamentary power given by deed or will, and is of much greater force and extent. It is not a power of disposition given to a person who would otherwise be personally incapable of making a testamentary disposition; as, for instance, in the case of a feme covert; nor, as in many other cases, a power of disposition given to a person over property, over which, as owner, all interest would terminate with his life or other limited interest; but it is a power of disposition given to testators generally in respect of property, which

would vest either in them or in their representatives by way of ownership, and over which, before the Act, the incapacity to give by will, was neither personal nor in consequence of the cessation of interest, but existed simply because the law limited the grasp of every testamentary instrument. The rules therefore which apply to an ordinary testamentary power, requiring the by reference to the particular subject of the power, or otherwise, an intention shall appear to execute the power as such, and not merely to make a will, do not appear to have any application to a testamentary disposition under the statute. But even if they did apply it would clearly be begging the whole question, to say that a general devise of real or personal estate does not evince an intention to execute the power of devising contingent interests, since the question is, as we have already, we think, shown, whether the use of words which, under the special explanatory clause of the Act embrace contingent interests, does or does not evince an intention to devise those interests.

### Rebelsos.

*Practice of the Court of Chancery.* By S. ATKINSON, Esq., Barrister at Law.

[London: Sweet, and Stevens & Norton.]

An author who undertakes the compilation of a book of practice, and who brings to the task a reasonable share of professional knowledge and industry, can hardly fail to produce a useful work, even although the field be apparently already overfilled. The reason is, that besides all that vast amount of matter which is capable of being brought into a systematic arrangement, and referred to principles, practice consists of such an infinite number of unconnected items of knowledge, that no book written upon it is ever found to contain all that the practitioner requires to aid him. It is therefore useful to possess all the respectable books of practice that are put forth, as chance or the peculiar mental disposition of each writer is generally found to draw his attention to the elucidation of some points that have escaped the notice of his predecessors.

We have examined Mr. Atkinson's work, keeping in mind that the profession already possesses three works of established, and, according to their different plans, of deserved reputation; besides a considerable number of other works more or less falling under the class of books of practice. The little work before us cannot of course contain any new matter on the state of the practice antecedent to the Orders of August, 1841; but the different rules are stated with a very great degree of distinctness and precision. The alterations effected by the late orders are also stated, and the decisions upon them collected with care. Of the arrangement of the author we hardly know how to express ourselves; the principle on which it is formed we are wholly unable to discover; and that which, from the well-known reputation of the author, we should have been led to expect, viz. a scientific classification, does not appear to have been attempted. It possesses, however, one property, with which it has no doubt been designedly impressed, viz. very great facility of reference. The whole book is split into little chapters, and these again into little sections, each headed with the technical and well-known designation of its subject-matter. The consequence is, that the reader can find with scarcely any effort the point on which he wants information. We may add, that, so far as we have been enabled to examine Mr. Atkinson's work, we have found it accurate in its statements of the practice; and we may safely describe it as fit to be classed in the list of useful practical works.

*A General Precedent for Wills, with Notes. By G. WORTHINGTON, Esq., 4th edit.*

[London, 1842: Sweet, Maxwell & Son, and Stevens & Norton.]

It seems scarcely necessary to inquire, whether a work on any branch of the law, which has reached a fourth edition, has merit. As professional works are not in general the subject of any factitious admiration dependent on an excited fancy, and are not read or consulted to any extent, unless experience has proved them to be useful, the mere fact of three editions of a book having been exhausted, is sufficient to shew that it must possess considerable merit. In seeking to form an opinion, therefore, on this new edition of a work already well known\*, our task is of very limited extent. We have merely to inquire whether the late authorities are diligently collected and clearly stated, and whether the effect of the late statute, (1 Vict. c. 26), where it has not been settled by decision, is learnedly and usefully discussed. And speaking generally, we think we may say that these inquiries may be answered in the affirmative. The notes to the different portions of the precedent are very full, and will ably guide the draftsman in considering the effect of the clauses as they are worded in the precedent, and of any variations that he may introduce in the forms used by him. They amount in fact to an able and condensed little treatise on the law of wills.

## PUBLIC GENERAL STATUTES.

5 & 6 VICTORIA.—SESSION 2.

(Continued from p. 317.)

### CAP. LXXX.

An Act to grant Relief from the Duties of Assessed Taxes in certain cases, and to provide for the Assessing and Charging the Property Tax on Dividends payable out of the Revenue of Foreign States. [5th August, 1842.]

### CAP. LXXXI.

An Act to transfer the Collection and Management of the Duties on Certificates to kill Game in Ireland to the Commissioners of Excise. [5th August, 1842.]

### CAP. LXXXII.

An Act to assimilate the Stamp Duties in Great Britain and Ireland, and to make Regulations for collecting and managing the same, until the 10th October, 1845. [5th August, 1842.]

### CAP. LXXXIII.

An Act to abolish the Court of St. Briavel's, and for the more easy and speedy Recovery of small Debts within the Hundred of St. Briavel's in the County of Gloucester. [5th August, 1842.]

### CAP. LXXXIV.

An Act to alter and amend the Practice and Course of Proceeding under Commissions in the Nature of Writs de Lunatico Inquirendo. [5th August, 1842.]

Whereas it is expedient to alter and amend the practice and the course of proceeding under commissions in the nature of

\* For the benefit of those of our readers who may not have already met with Mr. Worthington's book, we may state, that the plan of it is to give, not one or more precedents of specific wills, adapted to carry into effect a particular series of testamentary directions, but to give in separate clauses, each explained and illustrated by notes, all those various dispositions of property which are to be found differently combined in a multitude of wills, so as to form a sort of universal precedent, comprising in itself all the testamentary dispositions of which property is capable. Whether this is a more useful form of precedent than that which is adopted in other collections of precedents, we will not take upon ourselves to say. We incline to think it very convenient for the draftsman of some experience; but perhaps for the beginner there might be some danger in relying on unconnected precedents of clauses, the force of which, taken separately, may be very different from that which they would have when joined with and controlled by other clauses.

writs de lunatico inquirendo; be it therefore enacted, That it shall be lawful for the Lord Chancellor to appoint two fit and proper persons, being respectively serjeants or barristers at law of not less than ten years' standing at the bar, to be called "the commissioners in lunacy," and that in future all commissions in the nature of writs de lunatico inquirendo shall be directed or addressed to such commissioners, or one of them; and that such commissioners shall hold their offices during good behaviour, and shall, jointly and severally, have, perform, and execute all the powers, duties, and authorities now had, performed, and executed by commissioners named in commissions in the nature of writs de lunatico inquirendo.

2. That every commissioner to be appointed by virtue of this act shall, before he shall be capable of acting in the execution of any of the powers and authorities given by this act, take the following oath; (that is to say),

"I — do swear, that I will faithfully, impartially, and honestly, according to the best of my skill and knowledge, execute the several powers and trusts reposed in me as one of the commissioners in lunacy, and that without favour or affection, prejudice or malice. So help me God."

And that such oath shall be taken before the Lord Chancellor, in like manner as the usual oaths are administered before the Lord Chancellor to Masters in Ordinary of the said Court of Chancery.

3. That it shall and may be lawful for the Lord Chancellor from time to time to order and direct that any of the inquiries and matters connected with the persons and estates of lunatics, usually referred to the Masters in Ordinary of the High Court of Chancery, shall be referred to such commissioners, or one of them; and such commissioners shall, jointly or severally, have, perform, and execute all the powers, duties, and authorities relating to the said inquiries and matters so to be referred to them as aforesaid, now had, performed, and executed by the Masters in Ordinary of the said Court of Chancery, and such other duties for the security and advantage of lunatics and their estates as the Lord Chancellor shall from time to time order and direct.

4. That the said commissioners shall, by virtue of their appointments to be such commissioners as aforesaid, be and become visitors for superintending, inspecting, and reporting upon, under the order and direction of the Lord Chancellor, the care and treatment of all persons found idiot, lunatic, or of unsound mind by inquisition, jointly with the three visitors appointed under the authority of an act passed in the 3 & 4 Will. 4, [c. 36], and intituled "An Act to diminish the Inconvenience and Expense of Commissions in the Nature of Writs de Lunatico Inquirendo; and to provide for the better Care and Treatment of Idiots, Lunatics, and persons of unsound Mind found such by Inquisition," and shall severally have, perform, and execute the like powers, duties, and authorities as are had, performed, and executed by the one of the said visitors being a barrister.

5. That the commissioners to be appointed by virtue of this act shall execute commissions in the nature of writs de lunatico inquirendo, and shall conduct inquiries connected with lunatics or their estates, and shall perform all other duties to be committed to them by virtue of this act, either separately or together, and at such places, and within such times, and in such manner, as the Lord Chancellor shall from time to time order and direct: Provided always, and it is hereby declared, that nothing in this act contained shall be deemed or taken to prevent the Lord Chancellor from issuing any commission in the nature of a writ de lunatico inquirendo, addressed to any fit and proper person or persons, in addition to such commissioners so to be appointed as aforesaid, if he shall, upon any occasion, deem it proper to do so.

6. That upon the death, resignation, or removal from office of any such commissioner as aforesaid to be appointed under the authority of this act, it shall be lawful for the Lord Chancellor to appoint a fit and proper person, qualified as aforesaid, to supply such vacancy.

7. That it shall and may be lawful for the Lord Chancellor from time to time to make such orders as to him shall seem fit and proper for regulating the form and mode of proceeding before and by the said commissioners, and the practice in matters in lunacy: provided always, that a copy of such orders shall be laid before both Houses of Parliament within fourteen days after the same are made, if parliament be then sitting, or if not, within fourteen days after the commencement of the next session of parliament.

8. That it shall and may be lawful for the Lord Chancellor from time to time to make such order or orders as he shall deem fit for regulating and fixing the number of jurymen who shall be sworn to try inquests on commissions in the nature of writs de lunatico inquirendo: provided that every inquisition on such commissions shall be found by the oaths of twelve men.

9. That from and after the passing of this act such officers, clerks, and messengers in the office of the said commissioners, as the Lord Chancellor and the commissioners of her Majesty's treasury shall determine to be necessary and proper, shall and may be from time to time appointed.

10. And whereas by an act passed in the 2 & 3 Will. 4, [c. 111], intituled "An Act to abolish certain Sinecure Offices connected with the Court of Chancery, and to make Provision for the Lord High Chancellor on his Retirement from Office," it was enacted, that (amongst other offices) the office of the clerk of the custodies of lunatics and idiots should cease and determine after the 20th August, 1833; provided that nothing in that act contained should be construed to determine any of the aforesaid offices then held in possession or reversion by any person appointed thereto on or before the 1st June, 1832, until the decease or resignation of such person: and whereas the present clerk of the custodies of idiots and lunatics held the said office in possession before the said 1st June, 1832: and whereas by an act passed in the 3 & 4 Will. 4, [c. 84], intituled "An Act to provide for the Performance of the Duties of certain Offices connected with the Court of Chancery which have been abolished," it was enacted, that from and after the death, resignation, or removal of the person then holding the office of clerk of the custodies of idiots and lunatics, the duties of such office should be performed by the secretary of lunatics, in addition to such other duties as such secretary should be required to perform; and that the fees and emoluments of the said office of clerk of the custodies should be accounted for and paid into the revenue of her Majesty's Exchequer, to be carried to and made part of the consolidated fund of the United Kingdom of Great Britain and Ireland; And whereas the said office of clerk of the custodies of idiots and lunatics is productive of unnecessary expense to the estates of idiots, lunatics, and persons of unsound mind, found such by inquisition, and it is fit and desirable that such office and the fees thereof should be abolished as soon as can be: be it therefore enacted, that it shall be lawful for the Lord Chancellor to order and direct, as soon as he may find it practicable so to do, having regard to the state of the funds hereinafter mentioned, that the said office of clerk of the custodies of idiots and lunatics and the fees thereof shall cease and determine, and that the said commissioners or the secretary of lunatics shall thenceforth do and perform any of such acts, deeds, matters, and things as have heretofore been done and performed in execution of the duties of the said office of clerk of the custodies, and all such acts to be done by the said commissioners and the secretary of lunatics shall in all respects have the same force and effect as if the same had been done by the clerk of the custodies or his deputy; and that all the records, proceedings, books, papers, and documents in the said office of clerk of the custodies shall thereupon be by him delivered to such person or persons as the Lord Chancellor shall by any order appoint; and that so much of the said last-recited act as enacts that there shall be paid out of the said consolidated fund to the secretary of lunatics, for expenses attending the office of clerk of the custodies of idiots and lunatics, the yearly sum of 200*l.*, shall be and the same is hereby repealed.

11. That it shall be lawful for the Lord Chancellor from time to time to order such fees to be received and taken by the clerks to the commissioners to be appointed under this act, and also such fees to be received and taken by the secretary of lunatics, as the Lord Chancellor shall in either case judge reasonable and proper; and that the said clerks to the commissioners and the secretary of lunatics shall and may thereafter take and receive such fees respectively, and shall pay into the Bank of England, at such times, and in such manner, and under such regulations, as the Lord Chancellor shall from time to time order and direct, all fees or sums of money so received by them, and that the several sums, when so paid in, shall be placed to the credit of the accountant-general of the Court of Chancery, to the account intituled "The Suits Fee Fund Account."

12. And whereas by an act passed in the 2 & 3 Will. 4, [c. 122], intituled "An Act for making further Provision for the Lord High Chancellor of England in lieu of Fees heretofore

received by him," it is enacted (amongst other things), that the fees and emoluments accruing due and payable as therein mentioned for business done in the offices of the clerk of the crown, the clerk of the letters patent, the secretary of fines, and the pursebearer to the Lord Chancellor for the time being, shall be paid into the Bank of England, in the name of the Accountant-General of the said court, to an account to be intituled "An account of fees formerly payable to the Lord Chancellor;" be it enacted, That all such fees and emoluments now due, and henceforth to accrue due and payable, as in the said last-mentioned act mentioned, when paid into the Bank of England in the name of the Accountant-General of the said court, shall be placed to the account of "The Suits Fee Fund Account," instead of the said account intituled "An account of fees formerly payable to the Lord Chancellor," and be applied as part of the fund standing to the credit of the said account intituled "The Suits Fee Fund Account."

13. That out of the said fund standing to the credit of the Accountant-General of the Court of Chancery, intituled "The Suits Fee Fund Account," there shall be paid (but subject and without prejudice to the payment of all salaries and sums of money which by any act or acts now in force are authorized to be paid thereout) by the Governor and Company of the Bank of England, by virtue of any order or orders of the Court of Chancery to be from time to time made for that purpose, to each of the commissioners for the time being to be appointed under this act, the yearly sum or salary of 2000*l.*, such yearly sums or salaries to be payable free from all taxes, deductions, and abatements whatsoever out of the same or any part thereof, and to be paid by equal quarterly payments on the 3rd Day of February, the 3rd day of May, the 3rd day of August, and the 3rd day of November in every year; the first of such payments, or proportionate parts thereof, to be computed from the time of their respective appointments, to be made on such of the same days of payment as shall first happen after the dates of such appointments.

14. That the officers, clerks, and messengers who shall be appointed as hereinbefore directed, and the secretary of lunatics and his clerks, shall receive by way of salary for the performance of their several duties such annual sums as the Lord Chancellor and the Lords Commissioners of her Majesty's Treasury shall from time to time fix and determine; and that the same and such allowances to the said commissioners for their travelling and other expenses, and to the said commissioners and the secretary of lunatics for providing offices, and for the other expenses incident to the discharge of the duties of their respective offices as the Lord Chancellor shall think reasonable, and shall from time to time order and direct, shall be paid and payable at such times and in such manner as the Lord Chancellor shall direct, under an order of the Court of Chancery, out of the said fund intituled "The Suits Fee Fund Account."

15. That it shall be lawful for the Lord Chancellor, by any order or orders to be made from time to time on a petition presented to him for that purpose, to order (if he shall so think fit) an annuity or clear yearly sum of money, not exceeding 1200*l.*, to be paid out of the said account intituled "The Suits Fee Fund Account," (but subject as aforesaid), to any person or persons executing the said office of a commissioner in lunacy, if and when such person or persons shall be afflicted with some permanent infirmity disabling him from the due execution of his office, and shall be desirous of resigning the same; and the annuity or yearly sum mentioned in such order or orders shall be paid by the Governor and Company of the Bank of England out of the said fund intituled "The Suits Fee Fund Account," (but subject as aforesaid), by equal quarterly payments, on the 3rd day of February, the 3rd day of May, the 3rd day of August, and the 3rd day of November in every year, to such person or persons, from the period when he or they shall resign his said office, for the term of his life, free from taxes, or proportionate part of the first quarterly payment of such annuity or yearly sum, calculated from the day of the resignation of such person or persons, to be made on the quarterly day of payment which shall first happen after the day of such resignation as aforesaid.

16. That it shall be lawful for any officer or person whose office or appointment may be abolished or affected by virtue of this act, and who may not be appointed to any office under this act, to make a claim for compensation, within six months after the passing of this act, to the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury, who shall

proceed, in such manner as they may think proper, to inquire whether any compensation ought to be made to any such claimant, and if any, what were the lawful fees and emoluments in respect of which the same should be allowed; and in every case in which such claim shall be established to the satisfaction of the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury, they are hereby authorized and empowered to fix and determine, by an order under their hands, the amount of the annual compensation which shall seem to them to be just and reasonable for the loss sustained by such claimant, not being in any case, where his office is wholly abolished by this act, less than three-fourth parts of the full net annual value of the lawful fees and emoluments of the office so abolished; and the amount of the net annual value of the emoluments of such office shall be ascertained and fixed by the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury according to such an average of yearly receipts and disbursements prior to the passing of this act as they shall think proper; and the times when such annual compensations shall commence and also be payable (whether quarterly or otherwise) shall also be fixed by the Lord Chancellor and the Lords Commissioners of Her Majesty's Treasury; and all the compensations fixed and determined as aforesaid shall be issued and paid and payable by the Governor and Company of the Bank of England, by virtue of an order or orders for that purpose to be made by the said Court of Chancery, out of the said account intitled "The Suits Fee Fund Account," (but subject and without prejudice to the payment of all salaries and sums of money which by any act or acts now in force are authorized to be paid thereout): provided nevertheless, that an account of all such compensations shall, within fourteen days next after the same shall be so granted, be laid upon the table of the House of Commons, if parliament shall be then assembled, or if parliament shall not be then assembled, then within fourteen days after the meeting of parliament then next following.

17. That in the construction of this act the words "Lord Chancellor" shall be taken to mean and include also the Lord Keeper or Lords Commissioners for the custody of the Great Seal of the United Kingdom of Great Britain, or other the person or persons for the time being intrusted by virtue of the Queen's sign manual with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind: and that all powers hereby given to or rested in the commissioners of her Majesty's treasury by this act may be executed by any three of such commissioners for the time being.

18. That this act may be amended or repealed by any act to be passed in this session of parliament.

#### CAP. LXXXV.

An Act to amend the Law relative to legal Proceedings by certain Joint-Stock Banking Companies against their own Members, and by such Members against the Companies.

[5th August, 1842.]

Whereas an act was passed in the 1 & 2 Vict., [c. 96], intitled "An Act to amend the Law relative to legal Proceedings by certain Joint-Stock Banking Companies against their own Members, and by such Members against the Companies;" And whereas the said act, by two acts severally passed in 2 & 3 Vict., [c. 68], and in the 3 & 4 Vict., [c. 111], has been continued until the 31st August, 1842, and by the last-mentioned act the provisions of the first-recited act were extended: And whereas it is expedient that the first-recited act, as extended by the last-mentioned act, should be made perpetual; be it enacted, &c., That the first-recited act, as extended by the said act of the 1 & 2 Vict., [c. 96], shall be perpetual.

2. That this act may be amended or repealed by any act to be passed in this present session of parliament.

#### CAP. LXXXVI.

An Act for abolishing certain Offices on the Revenue Side of the Court of Exchequer in England, and for regulating the Office of her Majesty's Remembrancer in that Court.

[5th August, 1842.]

Whereas by an act passed in the last session of parliament, [5 Vict. c. 5], intitled "An Act to make further Provisions for the Administration of Justice," the jurisdiction of her Majesty's Court of Exchequer as a court of equity was transferred to the Court of Chancery, and provision is by the said act made for

compensating the secondaries, sworn clerks, side clerks, and other persons, in the Office of her Majesty's Remembrancer, in respect of their fees and emoluments of the equity business of the said Court of Exchequer; and by the same act three of the said sworn clerks and two of the said side clerks were appointed to offices in the Court of Chancery, and they are now severally in the exercise of the functions of the same offices respectively: And whereas provision has been made by statutes now in force for compensating most of the said officers in respect of the other fees and emoluments of their said offices in the Exchequer, the duties of which may be more conveniently performed by her Majesty's Remembrancer; and it is therefore expedient to abolish the offices hereinafter mentioned, and to provide for the performance of the duties of such offices: Be it therefore enacted, &c., That from and after the 1st day of January, 1843, the several offices or employments of first and second secondaries, of sworn and side clerks, of register and of bagbearer, in the Office of her Majesty's Remembrancer in the said court, shall be and the same are hereby abolished, and shall wholly cease and determine: Provided always, that this act shall not abridge, lessen, or in anywise affect the right or privilege heretofore enjoyed or held by the said sworn and side clerks to practise as attorneys on the revenue side of the Court of Exchequer, in the same manner as other attorneys practise therein.

2. That from and after the said offices are abolished, all process and other proceedings, acts, matters, and things, usually issued, done, had, received, filed, recorded, or taken by the first and second secondaries, and sworn and side clerks, and register of the Queen's Remembrancer's Office, which shall be by law required or needful to be issued, done, had, received, filed, recorded, or taken, shall and may be issued, done, had, received, filed, recorded, and taken by her Majesty's Remembrancer in the said Court of Exchequer, as fully and effectually, to all intents, constructions, and purposes, as the same might or could have been issued, done, had, received, filed, recorded, or taken by the said first and second secondaries, and sworn and side clerks, and register, before the passing of this act, subject nevertheless to all such orders and directions as shall or may be made from time to time by the Lord Chief Baron and other Barons of the court, for regulating the proceedings and practice of the Remembrancer's Office; and all records, books, papers, and documents, of and concerning the duties and business of the several offices hereby abolished, shall, on or before the said 1st day of January, 1843, be delivered by the said officers respectively into the custody of her Majesty's Remembrancer, to be by him kept and preserved.

3. That the commissioners of her Majesty's Treasury for the time being, or any three or more of them, shall be and they are hereby authorized and empowered by their warrant to regulate the establishment of the office of her Majesty's Remembrancer; and the said commissioners shall and they are hereby empowered to fix the salaries of the Remembrancer, and of his clerks and other persons whom it may be necessary to employ in the said office.

4. That the Chief Baron and other Barons of the Court of Exchequer shall, and they are hereby required, before the 1st day of January, 1843, to settle and establish a table of the fees which in their judgment are proper to be demanded and taken in the said office of her Majesty's Remembrancer, and such table of fees shall be recorded in the Remembrancer's Office, and shall be deemed to be the lawful fees to be thenceforth demanded and taken in the Office of her Majesty's Remembrancer; and it shall be lawful for the Chief Baron and other Barons of the Court of Exchequer to add to, reduce, alter, or amend the said table of fees whenever they may deem it necessary and proper so to do; and the fees so revised and altered shall in like manner be deemed and taken to be the lawful fees of the Office of her Majesty's Remembrancer: Provided always, that no such fees shall be charged or be payable for any of the business transacted in the Queen's Remembrancer's Office for and on behalf of the crown relating to any of the public departments of revenue or otherwise, except in cases where parties are required by law to pay the costs incurred by the crown upon any proceedings taken against them.

5. That her Majesty's said Remembrancer shall cause all fees received in his office, and all disbursements made thereout for salaries and other necessary expenses, to be duly entered in a book to be kept for that purpose, distinguishing the fees received under their several heads, and the particulars and amount of every disbursement, and shall render a true and faithful ac-

count thereof to the commissioners of her Majesty's Treasury, in such form and with such particulars, and at such times, as the said commissioners shall think fit to require and direct.

6. That it shall be lawful for any officer or other person who may suffer loss through the operation or effect of this act, within six calendar months from the passing of the same, to make a claim for compensation to the commissioners of her Majesty's Treasury for the time being, and the said commissioners shall investigate such claim by such means and in such manner as they may think necessary; and if such claim shall be established to the satisfaction of the said commissioners, they or any three of them are hereby authorized and empowered to award to the claimant, by warrant under their hands, such compensation as they shall, under all the circumstances of the case, think him entitled to, either by a gross sum or by way of annuity; and such compensation shall be issued and paid and payable out of and be charged and chargeable upon the consolidated fund of the United Kingdom of Great Britain and Ireland: Provided always, that a copy of every such award for compensation shall be laid before the Commons House of Parliament within fourteen days next after the date thereof, if parliament shall be then assembled, and if parliament shall not be assembled, then within fourteen days after the meeting of parliament then next following.

7. That all persons admitted or admissible to practise as attorneys in the courts of Queen's Bench, Common Pleas, or Exchequer of Pleas, shall be admissible in like manner as attorneys of the Court of Exchequer on the revenue side, and be allowed to practise there as such accordingly; and that it shall be lawful for the Lord Chief Baron and other barons of the said court, and they are hereby required, by rule of court, to settle the amount of fees to be taken and received by attorneys practising on the revenue side of the said court for the duties and services to be performed by them, and which fees, so settled, shall be allowed on the taxation of costs.

8. And whereas there is often inconvenient delay and great expense incurred in recovering debts to the crown, more particularly with respect to extents, by reason of the interval between the terms; be it enacted, That all or any commissions, extents, writs, or other process of whatever denomination to be hereafter issued from the office of her Majesty's Remembrancer, in pursuance of this or any former or other act or acts, or according to the ancient usage or practice of the Court of Exchequer, may bear teste and be made returnable and be returned on any day certain in term or vacation to be named in such commission, extent, writ, or other process, and thereupon, and at the return of any such commission, extent, writ, or other process, the like rules may be given, and such other proceedings had, and such subsequent writs and process issued, at any time in vacation, as may be given, had, or issued in term, or at or before the seal day after term; and all such commissions, extents, writs, or other process, rules, and proceedings, shall be as valid and effectual as if the same had been tested and made returnable, or given, or had, or issued in term, according to the common law and course of the Exchequer: Provided always, that nothing herein contained shall extend to alter the time for filing any pleadings, or to authorise the entering up any judgment in vacation; and that where any person shall enter a claim to any goods seized under any extent, or returned as forfeited, (which it shall be lawful to do in vacation), the further proceedings shall be only according to the ordinary practice and course of the court.

9. That all such orders relating to revenue causes and matters of revenue as have heretofore been made at the sittings of the Court of Exchequer appointed and held after term may be made at any time by any single judge out of court.

10. That nothing herein contained shall extend to prejudice or in anywise affect the power, jurisdiction, or authority of the Lord Chief Baron and the other barons of her Majesty's Court of Exchequer, or the ancient rights or privileges of her Majesty's Remembrancer in the said court, or the rights or privileges of any person appointed to be solicitor or attorney on behalf of her Majesty under the orders and directions of the commissioners of the treasury, customs, excise, or stamps, or under the orders and directions of any commissioners or other persons or person having the management of any other branch of her Majesty's revenue, save so far as the same may have been varied or altered by any act or acts now in force.

11. That this act may be amended or repealed by any act to be passed during the present session of parliament.

(To be continued.)

## London Gazette.

TUESDAY, SEPTEMBER 6.

### DECLARATION OF INSOLVENCY.

JACOB SIMMONS, Longwick, Prince's Risborough, Buckinghamshire, corn dealer and cattle dealer.

### BANKRUPTS.

MARY GILBERT, Blossoms Inn, Lawrence-lane, innkeeper and coach proprietor, Sept. 13 at half-past 10, and Oct. 18 at 12, Court of Bankruptcy: Off. ass. Belcher; Sol. Murray, New London-st., Fenchurch-st.—Fiat dated Sept. 2.

WILLIAM CRIBB and BENJAMIN CRIBB, Clarence Wharf, Regent's Canal Basin, Regent's-park, lucifer match, blacking, and ink manufacturers, Sept. 13 at half-past 1, and Oct. 18 at 11, Court of Bankruptcy: Off. ass. Gibson; Sol. Ashley, 9, Shoreditch.—Fiat dated Sept. 2.

HENRY BAKER, Mark-lane, merchant, Sept. 15 at half-past 1, and Oct. 18 at 12, Court of Bankruptcy: Off. ass. Green; Sol. Murray, New London-st., Fenchurch-st.—Fiat dated Sept. 6.

CHARLES HOLLOWAY, Queen's Head Inn, Stockbridge, Hants, victualler, Sept. 19 at 12, and Oct. 18 at 4, George Inn, Winchester: Sols. Barber, Winchester; Burra, 18, Bread-st., Cheapside.—Fiat dated Aug. 23.

MASON DOUGHTY, Southorpe, Northamptonshire, miller and farmer, Sept. 26 at 10, and Oct. 18 at 2, Standwell's Hotel, Stamford: Sols. French, Stamford; Wright, 2, South-square, Gray's-inn.—Fiat dated Aug. 18.

EDWARD PARKER WEST, Stamford, Lincolnshire, grocer, Sept. 26 and Oct. 18 at 12, Thompson & Son's, Stamford: Sols. Thompson & Son, Stamford; Clowes & Wedlake, King's-bench-walk, Temple.—Fiat dated Aug. 25.

### MEETINGS.

*Jas. Hopkins and John Drevitt*, Arundel, Sussex, bankers, Sept. 22 at 11, Norfolk Arms Hotel, Arundel, pr. d.—*Joseph Mason*, Manchester, hosier, Sept. 28 at 11, Commissioners'-rooms, Manchester, ch. ass.—*Emily Ann Birch*, Bedford-pl., Russell-sq., lodging-house keeper, Sept. 7 at 12, Court of Bankruptcy, last ex.—*Chas. Whitby Haddon*, Hammersmith, cheesemonger, Sept. 13 at 12, Court of Bankruptcy, last ex.—*John Rafe*, Eastgate, Bourn, Lincolnshire, feltmonger, Sept. 26 at 2, Standwell's Hotel, Stamford, last ex.—*Geo. Skipp*, Malvern Wells, Hanley Castle, Worcestershire, cider merchant, Oct. 6 at 11, Crown Hotel, Worcester, last ex.—*Geo. Greenwell*, *John Benj. Dav. Dearbery*, and *Wm. Whitehall*, Fore-street, London, and Coventry, silk manufacturers, Sept. 27 at 1, Court of Bankruptcy, aud. ac. and div. joint and sep. est.—*Wm. Brain*, Machen, near Risca, Monmouthshire, general shopkeeper, Sept. 30 at 1, Commercial-rooms, Bristol, aud. ac.—*George Reach*, Bardwell, Suffolk, miller, Oct. 8 at 12, Globe Inn, Bury St. Edmunds, aud. ac.—*Thos. Wallace*, Pentwyn Ironworks, near Pontypool, Monmouthshire, grocer, Sept. 27 at 1, Westgate Hotel, Newport, aud. ac.; at 2, fin. div.—*Joshua Bolshaw*, Liverpool, sail maker, Nov. 1 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*J. Smith*, Nottingham, joiner, Sept. 29 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.—*Thos. R. Waters*, Towcester, Northamptonshire, licensed victualler, Sept. 29 at 11, Angel Hotel, Northampton, aud. ac.; at 12, div.—*John Hickin*, Nottingham, printer, Sept. 27 at 11, George the Fourth Inn, Nottingham, aud. ac. and div.—*Edward Jenkins*, Leominster, Herefordshire, tailor, Sept. 27 at 12, Waterloo Hotel, Leominster, aud. ac.; at 1, first and fin. div.—*Thomas Tressor*, Birmingham, hardwareman, Sept. 28 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, div.—*Wm. Daglish*, Newcastle-upon-Tyne, joiner, Sept. 28 at 11, Bankrupt Commissioners'-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*John Rawlings*, Gloucester, innkeeper, Oct. 3 at 11, Washburn's, Gloucester, aud. ac.; at 12, fin. div.—*B. Redfern*, Birmingham, gun maker, Sept. 28 at 1, Waterloo-rooms, Birmingham, aud. ac. and fin. div.—*John Porter*, Wiggenhall St. German's, Norfolk, builder, Sept. 28 at 11, Globe Inn, King's Lynn, aud. ac.; at 1, div.—*Geo. Guilford*, North Shields, Northumberland, shipowner, Sept. 30 at 11, Bankrupt Commissioners'-room, Newcastle-upon-Tyne, aud. ac.; at 12, div.—*J. Rigby*, *J. Marriner*, and *Thomas Wright*, Liverpool, hide merchants, Sept. 27 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, fin. div. joint est., and sep. est. of *T. Wright*.—*Thos. Scott* and *John Scott*, Birmingham, merchants, Sept. 30 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*E. Oldham*

and *Theo. Oldham*, Chalford, and Cheltenham, Gloucestershire, builders, Sept. 29 at 12, Royal George Hotel, Stroud, and. ac.; at 2, div. joint est.; at 3, aud. ac.; at 5, div. sep. est.—*Michael Marshall*, Chew Magna, Somersetshire, money scrivener, Sept. 27 at 1, Commercial-rooms, Bristol, div.—*H. Keble*, Liverpool, grocer, Oct. 10 at 12, Clarendon-rooms, Liverpool, first and fin. div.—*Richard Jones*, Liverpool, block maker, Oct. 10 at 11, Clarendon-rooms, Liverpool, div.—*Geo. Morrison*, Nottingham, lace manufacturer, Sept. 29 at 12, George the Fourth Inn, Nottingham, and. ac.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Sept. 27.*

*George Mobbs*, Northampton, plumber.—*Joseph Dobson*, Liverpool, drysalter.—*Wm. Donald*, Brighton, furrier.

#### FIATS ANNULLED.

*John Hudson*, sen., and *John Hudson*, jun., Swallow-place, Hanover-sq., carriers.—*John McIntyre*, Manchester, oil-cloth manufacturer.—*S. Qureshi*, Harrow-road, Paddington, corn chandler.

#### SCOTCH SEQUESTRATIONS.

*William Chapman*, Broughtyferrie, Forfarshire, shipmaster.—*James Pile & Co.*, Glasgow, merchants.—*William Miller*, Johnston, Renfrewshire, merchant.

#### INSOLVENT DEBTORS.

*Saturday, Sept. 3, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Hen. Goldemid*, Holborn-hill, out of business, No. 53,520 T.; *John Thomas Mattingley*, assignee.—*Geo. Price*, York-place, Mile-end, solicitor, No. 53,600 T.; *Stephen Thomas* and *A. Slowman*, assignees.—*Wm. A. James*, Bayn's-row, Clerkenwell, shoe salesman, No. 53,622 T.; *Thos. Shaw*, assignee.—*John Taylor*, Edward-street, Regent's-park, out of business, No. 53,669 T.; *Francis Ebborn* and *Robt. Fletcher*, assignees.—*John Connolly*, South-place, Acre-lane, West Brixton, Surrey, gardener, No. 53,093 T.; *James Connolly*, assignee.—*Charles Rowcroft*, Strand, editor of the Courier newspaper, No. 51,583 T.; *Chas. Warton*, assignee.—*James Barker*, St. Ives, Huntingdonshire, innkeeper, No. 59,845 C.; *Thos. Wright*, assignee.—*Wilfred M. Robinson*, Liverpool, shipwright, No. 60,244 C.; *Hen. Wood* and *Wm. Hen. Ogden*, assignees.—*Thos. Hillman*, Sloane-square, Chelsea, tailor, No. 60,393 C.; *Wm. Lamb*, assignee.—*Alex. M. Robinson*, Cross Keys, Liverpool, licensed victualler, No. 60,220 C.; *John Robert Preston*, assignee.—*Claudius Shaw*, Liverpool, land surveyor, No. 53,152 C.; *Geo. Stanley*, assignee.—*M. Esopson*, Kingston-upon-Hull, attorney at law, No. 58,586 C.; *James Baker Bainton*, assignee.—*John Patchett*, Ashton-under-Lyne, Lancashire, joiner, No. 50,531 C.; *Saml. Sturgis*, new assignee, in place of *Benj. Skelton*, removed, assignee.—*Francis Perry*, Arundel-st., Pantons-square, Lieutenant in the Army, No. 15,766 T.; *Samuel Stargiss*, new assignee, in place of *Chas. Wells*, deceased, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Sept. 27 at 9.*

*Joshua Duplex*, Well-street, Hackney, laundryman.—*Martin Wm. Becker*, Carlisle-street, Portman-market, horse dealer.—*John S. Best*, Wilton-crescent, Belgrave-sq., out of business.—*Thomas Dawson*, Gray's-inn-road, livery-stable-keeper.—*Henry Cockton*, Blackfriars, literary writer.—*John Gibbely*, Union-place, Great Union-street, Newington-causeway, clerk in the Insolvent Office.—*Abraham May*, Walbrook, out of business.—*Geo. H. Southwood*, Tottenham-ct. New-road, St. Pancras, butcher.—*Hen. H. Mordecai*, Juraton-street, Tower-st., Westminster-road, Lambeth, out of business.—*Thos. L. Wills*, Regent-st., Lambeth, captain of the Royal Marines on half-pay.—*Jas. Wallace*, Chapel-st., Edge-ware-road, hatter.—*John Southan*, Union-row, New Kent-rd., Surrey, tracing paper maker.

#### Adjourned.

*William Langham*, High-street, Woolwich, Kent, coffee-house keeper.

*Sept. 29, at the same hour and place.*

*Jane Mackey*, widow, Church-street, Godalming, Surrey, charwoman.—*Angelo Pontecorvoli*, Broad-st., Golden-sq., foreign and Italian warehouseman.—*Richd. Sprigg*, Essex-st., Strand, barrister's clerk.—*Sarah Royston*, widow, Philpot-st., Commercial-road East, Manchester remnant dealer.—*W.*

*Driver*, Brad-st., Cornwall-road, Waterloo-road, Lambeth, commission-agent for sale of wines.—*Edwin Cocker*, Queen-st., Cheapside, commission-agent.—*Wm. Hamilton*, Rotherfield-st., Islington, out of business.—*Colin Crawford*, Upper Mitcham, Surrey, baker.—*Wm. Maddox*, George-place, Cross-st., Carnaby-st., Regent-st., jobbing tailor.

FRIDAY, SEPTEMBER 9.

#### DECLARATIONS OF INSOLVENCY.

**JULIUS EWALD BEERBOHM and WILLIAM EDMUND SLAUGHTER**, Fenchurch-st., merchants.  
**THOMAS CAIRNCROSS**, Sunderland, Durham, ship builder.

#### BANKRUPTS.

**JOHN RICHMOND**, Lime-st., City of London, merchant, Sept. 17 at 12, and Oct. 21 at 11, Court of Bankruptcy: Off. ass. Gibson; Sols. J. C. and H. Freshfield, 5, New Bank-buildings.—Fiat dated Sept. 7.

**SAMUEL SYMONDS**, sen., and **SAMUEL SYMONDS**, jun., Basinghall-st., City of London, woollen factors, Sept. 17 at 1, and Oct. 21 at 12, Court of Bankruptcy: Off. ass. Johnson; Sol. Phillips, Sise-lane.—Fiat dated Aug. 25.

**WILLIAM WALFORD**, Great Winchester-st., London, merchant and drysalter, Sept. 28 at 11, and Oct. 21 at 1, Court of Bankruptcy: Off. Ass. Green; Sol. Paterson, 68, Old Broad-st.—Fiat dated Sept. 7.

**CHARLES STANLEY**, Newport, Shropshire, money scrivener, Sept. 20 at 1, and Oct. 21 at 12, Castle Inn, Bridgenorth: Sols. Garbett, Wellington, Shropshire; Newman, 43, Lincoln's-inn-fields.—Fiat dated Sept. 6.

**LUCY WAGSTAFF**, Worsbro'-bridge, Yorkshire, licensed victualler, Sept. 21 and Oct. 21 at 12, Town-hall, Sheffield: Sols. Smith & Hinde, Sheffield; Atkinson & Pilgrim, Church-court, Lotherbury.—Fiat dated Sept. 5.

**WILLIAM DUNN WHEELER**, Birmingham, money scrivener, Sept. 29 and Oct. 21 at 1, Waterloo-rooms, Birmingham: Sols. Harrison, Birmingham; Turner & Hensman, 8, Basing-lane.—Fiat dated Sept. 5.

#### MEETINGS.

*Wm. Roscoe*, *John Clarke*, and *Wm. S. Roscoe*, Liverpool, bankers, Sept. 22 at 1, Clarendon-rooms, Liverpool, ch. ass.—*Jane Jones*, widow, Carnarvon, woollen draper, Sept. 16 at 11, Star Inn, Bangor, ch. ass.—*Wm. Blundell* and *Robt. Falk*, Liverpool, merchants, Sept. 17 at 1, Clarendon-rooms, Liverpool, ch. ass.—*G. B. Bishop* and *Fras. Hildyard*, Southampton, drapers, Sept. 13 at 1, Court of Bankruptcy, last ex.—*Edward Stratton*, Longcote, Berkshire, corn dealer, Oct. 12 at 11, Red Lion Inn, Farringdon, last ex.—*Wm. Chandley*, Manchester-st., Gray's-inn-road, carpenter, Sept. 30 at 12, Court of Bankruptcy, aud. ac.—*Wm. Cooper*, Lower Shadwell, common brewer, Sept. 30 at half-past 11, Court of Bankruptcy, aud. ac.—*John Mills*, Manor-st., Clapham, shipowner, Oct. 3 at 11, Court of Bankruptcy, aud. ac.; at half-past 11, div.—*James Alexander*, Leadenhall-st., musical wind-instrument maker, Oct. 1 at 12, Court of Bankruptcy, aud. ac.—*Charles Hancock*, Earl-st., Blackfriars, and Paternoster-row, coal merchant, Oct. 1 at 12, Court of Bankruptcy, aud. ac.—*Edward Cooper*, High-st., St. Giles's, and Piccadilly, stationer, Oct. 1 at 11, Court of Bankruptcy, aud. ac.—*Edw. C. Taylor*, Albany-st., Regent's-park, fishmonger, Oct. 3 at 12, Court of Bankruptcy, aud. ac.—*P. A. Hepburn*, Powis-place, Hampstead-road, bottled-beer merchant, Oct. 5 at 11, Court of Bankruptcy, aud. ac.—*Thos. Quaise*, *Thomas Jones Tyrrell*, and *James Quaise*, North-end, Fulham, brewers, Oct. 5 at 11, Court of Bankruptcy, aud. ac.—*John Stanford*, Pall-mall, St. James's, architect, Oct. 4 at 11, Court of Bankruptcy, aud. ac.—*William H. King*, *Henry King*, and *David King*, Old-st.-road, and Horn's-row, St. Leonard, Shoreditch, coach builders, Oct. 1 at 11, Court of Bankruptcy, aud. ac.—*Wm. Gooding*, High-st., Chatham, Kent, boot maker, Oct. 4 at 11, Court of Bankruptcy, aud. ac.—*James Smith*, Hertford, wine merchant, Oct. 3 at 1, Court of Bankruptcy, aud. ac.—*Wm. Finden* and *E. F. Finden*, Southampton-place, New-road, St. Pancras, engravers, Oct. 3 at 1, Court of Bankruptcy, aud. ac.—*Thos. Lyster*, Manchester, flour factor, Oct. 7 at 2, Commissioners'-rooms, Manchester, aud. ac.—*Anne Cartwright*, *John Cartwright*, and *Wm. Cartwright*, Wigan, Lancashire, cotton spinners, Oct. 8 at 1, Swan Inn, Great Bolton, aud. ac.; at 2, div. sep. est. *Anne Cartwright*; at 3, aud. ac.; at 4, div. joint est.—*James Lea*, sen., and *Thomas Patrick*, Worcester, butchers, Oct. 3 at 12, White



Horse Inn, Worcester, aud. ac.; at 1, div.—*Andrew Morrison*, Great Malvern, Worcestershire, lodging-house keeper, Oct. 4 at 12, Golden Lion Inn, Worcester, aud. ac.; at 1, div.—*Moses New*, Crown Inn, Great Malvern, Worcester, innkeeper, Oct. 10 at 12, Crown Inn, Worcester, aud. ac.; at 1, div.—*Francis Smeade*, Chester, timber merchant, Nov. 9 at 2, Royal Hotel, Chester, aud. ac.—*Samuel Birtwistle*, Northwich, Chester, flour dealer; Oct. 14 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Wm. Radcliffe*, J. Radcliffe, and S. Radcliffe, Stockport, cotton manufacturers, Oct. 3 at 11, Commissioners'-rooms, Manchester, pr. d. and div.; at 12, aud. ac.; at 1, aud. ac. sep. est. S. Radcliffe.—*T. Meale*, Brynmawr, Llanelli, Brecknockshire, ironmonger, Oct. 4 at 2, Commercial-rooms, Bristol, aud. ac.—*Geo. Louis Stott*, Bristol, soda manufacturer, Oct. 4 at 2, Commercial-rooms, Bristol, aud. ac.; Oct. 7 at 2, fin. div.—*Samuel Sotheby* and *Sam. L. Sotheby*, Wellington-st., Strand, auctioneers, Sept. 30 at half-past 12, Court of Bankruptcy, fin. div.—*Anthony Stratton* and *John Henry Secretan*, Cheapside, factors, Sept. 30 at 1, Court of Bankruptcy, fin. div.—*Thos. Burgen*, Walbrook-buildings, merchant, Sept. 30 at half-past 1, Court of Bankruptcy, div.—*William Morrison*, Globe-st., Wapping, cooper, Oct. 5 at half-past 11, Court of Bankruptcy, div.—*Jos. Colling*, Yarmouth, Norfolk, grocer, Oct. 3 at 12, Court of Bankruptcy, div.—*Mary Glascott*, Geo. M. Glascott, and *Thos. T. Glascott*, Great Garden-street, Whitechapel-road, copper merchants, Oct. 3 at 11, Court of Bankruptcy, div.—*G. Wilson* and *Rich. Briddon*, Manchester, machine makers, Oct. 6 at 10, Commissioners'-rooms, Manchester, pr. d. and fin. div.; at 11, aud. ac. sep. est. of R. Briddon; Oct. 7 at 10, pr. d. and div.; at 11, aud. ac. joint est.—*Richard Thelwell*, Manchester, silversmith, Oct. 8 at 10, Commissioners'-rooms, Manchester, pr. d. and div.; at 11, aud. ac.—*Jas. Bakewell*, Manchester, size manufacturer, Oct. 6 at 11, Commissioners'-rooms, Manchester, pr. d. and div.; at 12, aud. ac.—*William Sayer*, Rochdale, Lancashire, wool dealer, Oct. 8 at 12, Commissioners'-rooms, Manchester, pr. d. and div.; at 1, aud. ac.—*Joseph Shillito*, Manchester, warehouseman, Oct. 8 at 11, Commissioners'-rooms, Manchester, pr. d. and div.; at 12, aud. ac.—*Wm. Antill*, Bognor, Gloucestershire, umbrella stick manufacturer, Sept. 29 at 11, George Inn, Stroud, aud. ac.; at 12, fin. div.—*Edward Moss*, Liverpool, draper, Nov. 10 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*Richard Williams*, Alvington, Gloucestershire, farmer, Nov. 9 at 11, Bear Inn, Newnham, aud. ac. and div.—*Richd. Bill*, Birmingham, japanner, October 3 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, first and fin. div.—*Robert Jones*, Shrewsbury, Shropshire, grocer, October 3 at 11, Guildhall, Shrewsbury, aud. ac.; at 12, div.—*John May*, Newport, Isle of Wight, mercer, Oct. 28 at 3, Bugle Inn, Newport, aud. ac.; at 4, fin. div.—*James Kirkpatrick*, Newport, Isle of Wight, banker, Oct. 28 at 12, Kirkpatrick & Co.'s, Newport, aud. ac. and div.—*Wm. Thos. Wren*, Chichester, Sussex, brewer, Oct. 6 at 11, Royal Hotel, Chichester, aud. ac.; at 12, fin. div.—*Wm. Bentley*, sen., Glasgow, and *Wm. Bentley*, jun., Liverpool, merchants, Oct. 29 at 12, Clarendon-rooms, Liverpool, fin. div.—*John Cockcroft*, J. C. Cockcroft, and *William Cockcroft*, Addingham, Yorkshire, stuff manufacturers, Sept. 30 at 1, Devonshire Arms Hotel, div.

#### CERTIFICATES TO BE ALLOWED.

Unless Cause shown to the contrary, on or before Sept. 30.

*Tottenham Lea*, Wakefield, Yorkshire, worsted yarn manufacturer.—*Charles Nich*, Brighton, Sussex, innkeeper.—*Ann Leach*, John Leach, and *Jed. Leach*, Beck-lane, Spitalfields, dealers and chapmen.—*Wm. Iredale*, Smethbridge, Almond-bury, Yorkshire, woollen cloth manufacturer.—*David Low*, Adam's-court, Old Broad-st., merchant.—*Robert Russell*, Kingston-upon-Thames, Surrey, upholsterer.—*Luke Whitey*, Green Dragon-yard, Whitechapel, builder.—*Thomas Barter*, Poole, surgeon.—*Robt. Handley*, Drake-st., Rochdale, Lancashire, tailor.—*Andrew Morison*, Great Malvern, Worcestershire, lodging-house keeper.—*N. Baker*, Newton Bushel, Highweek, Devonshire, banker.

#### SOOTER SEQUESTRATIONS.

*John Carrick*, Glasgow, grocer.—*Thos. Chester*, Glasgow, tavern-keeper.—*Thos. Boyd & Co.*, Paisley, manufacturer.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Sept. 30 at 9.

*Thos. Parkin*, Mabledon-place, New-road, ship insurance

broker.—*Jos. Clifton*, Chesant, Hertfordshire, plumber.—*S. Andrews*, Woolhampton, Berkshire, out of business.—*Chas. W. Raggett*, St. Peter's-terrace, Hammersmith, out of business.—*J. Groom*, New North-st., Red Lion-sq., out of business.—*Jas. Hamilton*, Sherrard-place, Sherrard-sq., Golden-sq., artist.—*Mary Phillips*, Blenheim-st., New Bond-street, artificial florist.—*Thos. T. Pugh*, New Gloucester-st., Hoxton New-town, carcass butcher.—*John Browd*, Bishopsgate-st. Without, out of business.—*John Jones*, Beauchamp-street, Middle-row, Brook's-market, Brook-st., Holborn, milkman.—*John Bishopp*, Brookham-green, Betchworth, Surrey, white hoop maker.—*Mary Pringle*, Queen's-buildings, Knights-bridge, tailor.

#### Oct. 3, at the same hour and place.

*Wm. Willmott*, sen., Buttesland-street, East-road, City-road, out of business.—*Aaron Lawrence*, East-end, Finchley, tailor.—*Geo. Kilby*, Regent-street, Kennington-cross, Lambeth, Surrey, cowkeeper.—*John White*, Queen-st., Charles-sq., Hoxton, green grocer.—*John Long*, Clement's-lane, Strand, artificial florist.—*J. A. Wright*, Phoenix-st., Somers'-town, historical engraver.—*G. Riley*, Warwick-sq., Neigate-st., bookbinder.—*Jesse Langridge*, Doughty-mews, Doughty-st., Foundling-hospital, cabriolet proprietor.—*Jas. Bakewell*, Rotherhithe-st., butcher.—*Jas. Kilvington*, Loughborough-road, North Brixton, out of business.—*J. Flintif*, Rastick, Halifax, Yorkshire, innkeeper.—*Wm. Woodley*, Observatory house, Woodbury-vale, Green-lanes, Stoke Newington, captain in the Royal Navy.

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JOHN CLAYTON, Secretary.

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# The Jurist

No. 297.

LONDON, SEPTEMBER 17, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Vice-Chancellor Wigram's Court .....	E. J. BAVIN, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, SEPTEMBER 17, 1842.

We have been always in the habit of considering, that, if there was one doctrine of the Law of Patents more firmly established than any other, it was this, that a patent cannot be granted for a principle; and that to affect, in the specification of a patent, to claim the principle of the invention, is in the highest degree improper and dangerous. But in the volume lately published of Mr. Jarman's *Conveyancing Precedents*\*, which comprises an elaborate and very valuable Essay on the Law of Patents, we find this doctrine controverted. The learned editor, after citing on the question, what is the proper subject of a patent, the material parts of the opinions delivered by the Judges in the great case of *Boulton v. Bull*, (2 H. Black. 463), and a variety of other cases down to *Minter v. Wells*, (1 C., M. & R. 506); *Jupe v. Pratt*, (Webs. Pat. Cas. 144); and *Neilson v. Harford*, (8 Mees. & W. 806), observes upon them thus:—

"Understanding the word *principle*, as applied to a patent, to mean a principle of operation or construction, or, in other words, a rule shewing the conditions essential to the attainment of a given end in manufactures, it may be safely laid down, that a patent may be supported for a principle to the extent to which it has been clearly apprehended by the inventor himself; but whether in effect a patentee secures the whole of the principle of his invention or not, will depend chiefly upon the terms of his specification; and not only is it no objection to a patent that it is for a principle as defined above, but it may be further asserted, that no patent can be successful, unless it does involve a principle of some kind, whether known to the patentee or not. For the essential characteristics of a good subject-matter are its novelty and utility; and its superior

utility to known manufactures can only be explained by stating the reason, rationale, or principle of the difference: in short, the differentia of the logicians." (p. 498). And in another part of the same essay, (p. 555), the learned editor, although cautioning the draftsman, while he endeavours to embrace de facto the principle of the invention, to avoid the use of the word "principle," still, in a note, suffers his affection for the idea of claiming a principle to reappear, by referring to the case of *Russell v. Cowley*, (1 C., M. & R. 865), where, in the specification, he observes, that a "principle" was expressly claimed, and notwithstanding the importance of the invention, which came quickly into extensive use, the patent was never defeated †.

If in construction of law, or even in the vulgar construction, the word principle bore the limited meaning which the learned editor of the precedents assigns to it, we might perhaps find less difficulty than we do in acceding to the novel doctrine which he has put forth on the question of sustaining a patent for a principle. But we incline to think that such is not the legal or general construction of the word principle 'as applied to inventions in the text; and we contend that, at any rate, the courts have never admitted, when they have supported a patent, that it was a patent for a principle. In the case of *Boulton v. Bull*, the inventor had in his specification laid claim to a principle, and it is true that the patent was notwithstanding supported. But if the arguments of the learned judges be attentively considered, it will be found that they did not support the patent as a patent for a principle; nor did they justify the specification

† The passage cited from the specification of the patent in question in *Russell v. Cowley* was this:—"I have thus described the mode which I have employed and found fully to answer the purpose in welding tubes of iron, but I do not confine myself to the employment of this precise construction of apparatus, as several variations may be made without deviating from the principle of my invention, which is to heat the previously-prepared tubes of iron to a welding heat, &c. &c."

\* Jarman's *Conveyancing*, 3rd edit., by G. Sweet, Esq., Vol. 7.

as claiming a principle; they held, that what the inventor called a principle, was not a principle, but a process; they used their utmost ingenuity to demonstrate that the patent was really for a substantial thing, which was inaccurately termed by the inventor a principle. In other words, they made a specification for him, and then held his patent and specification good. But throughout the whole of the arguments, not only is there not one word to shew that the Court thought a principle in any sense the subject of a patent, but the great struggle made to shew that when Mr. Watt said in terms he had invented a principle, he did not mean a principle, but meant something else, proves that the Court thought they could not admit that the patent was for a principle, without ipso facto defeating it. Lord C. J. Eyre observed, "An improper use of the word principle in the specification set forth in this case, has, I think, served to puzzle it. Undoubtedly there can be no patent for a mere principle, but for a principle so far embodied and connected with corporeal substances as to be in a condition to act and to produce effects in any art, trade, mystery, or manual operation, I think there may be a patent. Now this is the thing for which a patent here was granted, and is what the specification describes, though it *miscalls it a principle*." So that, according to Lord C. J. Eyre, Watt's invention was not a principle; and because it was not, the patent was by him considered valid.

Again, let us consider the dicta of Lord Lyndhurst in *Minter v. Wells*. In that case, the patentee claimed "the application of a self-adjusting leverage to the back and seat of a chair, whereby the weight on the seat acts as a counterbalance to the pressure against the back of such chair as above described." And Lord Lyndhurst repelled the argument that the patent purported to be for a new principle; saying that the inventor did not claim the principle, but the invention of applying that principle in a certain manner by certain machinery. His Lordship added, "It is true, that the patentee claimed the chair constructed on that principle, in whatever shape or form it might be," but still he repudiated the idea that the patent was for a principle, and only supported it because it was not for a principle, but for a certain mechanical combination embodying that principle. So in what fell from Alderson, B., in *Jupe v. Pratt*, we do not find any assertion that a patent may be sustained for a principle in any sense of the word; on the contrary, the learned judge expressly says you cannot have a patent for a principle alone, though you may for a principle coupled with some mode of carrying it into effect. And if you have invented both, then, he continues, you are entitled to protect yourself from all other modes of carrying the same principle into effect, that being treated by the jury as piracy of your original invention.

The sound doctrine therefore we submit to be collected from the cases is this: that a patent cannot be on the face of it for a principle; and that if an inventor were to say in the specification of his patent, "I have discovered such and such a principle, which I carry into effect by such a combination of mechanical parts, describing it, and I claim the exclusive use of that principle, however applied," such a patent and specification would be bad; but that if an invention be really of a new principle, and the patentee has also invented and set forth in his specification a given mechanical combination, by which that principle is embodied in action, he may practically secure to himself the exclusive enjoyment of the principle, by claiming the mechanical

combination, not by reference to its merely material parts, but by reference to what may, perhaps, be termed its vitality, that is, its functional aptitude for embodying and carrying into effect the principle.

We admit that it may be objected to this, the generally received view of the result of the cases, that supposes something very like discrepancy between theory and the practice, and that it attributes to the Courts the apparent absurdity of saying, "You cannot have a patent for a principle *eo nomine*; but if you come before us in modest guise, disclaiming any right to a principle; then, if you have really invented one, we will take care indirectly to protect you in the exclusive enjoyment of it." But to this we reply, that, lawyers, we have no concern with the question whether a doctrine is absurd or not. The question is not whether the rule and the practice are or are not in perfect harmony, but what is the rule, and what is the practice; and we think we have shewn that they are as we have stated\*. At the same time we may observe in defence of the distinction taken in the cases, between supporting a patent for a principle *eo nomine*, and for the application of a principle, that however refined and thin it may be in a logical point of view, it is not without material practical consequences. If the Court were to lay down the rule broadly, that a patent may be sustained for a principle *eo nomine*, where the inventor has discovered both the principle and some material mode of carrying it into effect, it would put the patentee in such a case, in the position of a party in possession, leaving it for the public to shew that he had no title. In other words, the patentee would have *prima facie* a right of infinite extent, leaving it to the Court to abridge it; whereas, by the contrary doctrine, the patentee comes before the Court, not with an infinite right to be cut down, but with a right, the limits of which are primarily prescribed by the Court itself.

What is the source of the discrepancy, which, if we are right, undoubtedly does exist between the technical rule and the actual practice of Courts of Law on this subject, it is perhaps not easy to ascertain. For ourselves, we should seek the solution in their anxiety to escape indirectly, in support of meritorious inventions, from a rule, which, if carried out fully in practice, would undoubtedly have most absurd and pernicious results. It is worthy of remark, that in the cases in which patents affecting to be for a principle have been sustained, the inventions have appeared by the evidence to be of high public importance; and it has been shewn that on the success or failure of the patent, depended the success or comparative extinction of extensive trading interests. We are not, indeed, aware of any case in which a great struggle has been made to construe liberally in favour of a patentee, the indiscreet claim either direct or indirect to a principle, in which the evidence has not shewn that the invention was either actually in, or rapidly coming into general use, and indispensable to the perfection, if not actually to the existence, of some important branch of manufacture.

\* This view is indeed also taken by the learned editor of the *Precedents* himself in another part of his essay, (p. 496, note (a)), where he says, "The true rule appears to be, that there cannot be a patent for a principle or method unless it is applied to practice, so as to produce a vendible result; but the patent is for the application of the principle in any and every manner that is fairly suggested by or deducible from the specification." And we must add, that he elsewhere distinctly cautions the draftsman against claiming a principle *eo nomine*.

## PUBLIC GENERAL STATUTES.

5 &amp; 6 VICTORIA.—SESSION 2.

(Continued from p. 326.)

## CAP. LXXXVII.

An Act to amend and continue for three Years, and from thence to the End of the next Session of Parliament, the Laws relating to Houses licensed by the Metropolitan Commissioners and Justices of the Peace for the Reception of Insane Persons, and for the Inspection of County Asylums and Public Hospitals for the Reception of Insane Persons.

[5th August, 1842.]

## CAP. LXXXVIII.

An Act to continue until the 31st December, 1844, and to the End of the then next Session of Parliament, an Act of the tenth Year of King George the Fourth, for providing for the Government of His Majesty's Settlements in Western Australia on the Western Coast of New Holland.

[5th August, 1842.]

## CAP. LXXXIX.

An Act to promote the Drainage of Lands, and Improvement of Navigation and Water Power in connexion with such Drainage in Ireland.

[5th August, 1842.]

## CAP. XC.

An Act to defray the Charge of the Pay, Clothing, and contingent and other Expenses of the Disembodied Militia in Great Britain and Ireland; and to grant Allowances in certain Cases to Subaltern Officers, Adjutants, Paymasters, Quartermasters, Surgeons, Assistant Surgeons, Surgeons' Mates, and Serjeant Majors of the Militia, until the 1st July, 1843.

[10th August, 1842.]

## CAP. XCI.

An Act to amend an Act of the second and third Years of her Majesty, for the Suppression of the Slave Trade.

[10th August, 1842.]

## CAP. XCII.

An Act to permit, until the 31st August, 1845, Wheat to be delivered from the Warehouse or the Vessel Duty-free, upon the previous Substitution of an equivalent Quantity of Flour or Biscuit in the Warehouse.

[10th August, 1842.]

## CAP. XCIII.

An Act to amend an Act of the fourth Year of her present Majesty, to discontinue the Excise Survey on Tobacco, and to provide other Regulations in lieu thereof.

[10th August, 1842.]

## CAP. XCIV.

An Act to consolidate and amend the Laws relating to the Services of the Ordnance Department, and the Vesting and Purchase of Lands and Hereditaments for those Services, and for the Defence and Security of the Realm.

[10th August, 1842.]

## CAP. XCV.

An Act for consolidating the Four Courts Marshalsea, Dublin, Sheriffs Prison, Dublin, and City Marshalsea, Dublin, and for regulating the Four Courts Marshalsea in Ireland.

[10th August, 1842.]

## CAP. XCVI.

An Act to alter the Number and Define the Boundaries of the several Baronies of the County of Dublin.

[10th August, 1842.]

## CAP. XCVII.

An Act to amend the Law relating to Double Costs, Notices of Action, Limitations of Actions, and Pleas of the General Issue, under certain Acts of Parliament.

[10th August, 1842.]

Whereas divers acts of parliament, public, local, and personal, contain enactments or provisions relating to the recovery of double, treble, or other costs in certain cases, and to the pleading of the general issue and the giving any special matter in evidence at any trial to be had for any matter done in pursuance of or under the authority of the said acts, and to the giving of notice of action before any action shall be commenced: And whereas it is expedient that the law should be altered in such respects: Be it therefore enacted &c., That so much of any clause, enactment, or provision in any act or acts commonly called public local and personal, or local and personal, or in any act or acts of a local or personal nature, whereby it is enacted or provided that either double or treble

costs, or any other than the usual costs between party and party, shall or may be recovered, shall be and the same are hereby repealed: Provided always, that in lieu thereof the usual costs between party and party shall and may be recovered, and no more.

2. That so much of any clause, enactment, or provision in any public act or acts, not local or personal, whereby it is enacted or provided that either double or treble costs, or any other than the usual costs between party and party, shall or may be recovered, shall be and the same are hereby repealed: Provided always, that instead of such costs the party or parties heretofore entitled under such last-mentioned acts to such double, treble, or other costs, shall receive such full and reasonable indemnity as to all costs, charges, and expenses incurred in and about any action, suit, or other legal proceeding, as shall be taxed by the proper officer in that behalf, subject to be reviewed in like manner and by the same authority as any other taxation of costs by such officer.

3. That so much of any clause or provision in any act or acts commonly called public local and personal, or local and personal, or in any act or acts of a local and personal nature, whereby any party or parties are entitled or permitted to plead the general issue only and to give any special matter in evidence without specially pleading the same, shall be and the same is hereby repealed.

4. And whereas it is expedient that the law should be uniform with respect to notice of action in all cases where such notice of action is required; be it therefore enacted, That from and after the passing of this act, in all cases where notice of action is required, such notice shall be given one calendar month at least before any action shall be commenced; and such notice of action shall be sufficient, any act or acts to the contrary thereof notwithstanding.

5. And whereas divers acts commonly called public local and personal, or local and personal acts, and diverse other acts of a local and personal nature, contain clauses limiting the time within which actions may be brought for anything done in pursuance of the said acts respectively: And whereas the periods of such limitations vary very much, and it is expedient that there should be one period of limitation only; be it therefore enacted, That from and after the passing of this act the period within which any action may be brought for anything done under the authority or in pursuance of any such act or acts shall be two years, or in case of continuing damage, then within one year after such damage shall have ceased; and that so much of any clause, provision, or enactment by which any other time or period of limitation is appointed or enacted shall be and the same is hereby repealed.

6. That nothing herein contained shall extend or be construed to extend to any action, bill, plaint, or information, or any legal proceeding of any kind whatsoever, commenced before the passing of this act, but such proceedings may be thereupon had and taken in all respects as if this act had not passed.

## CAP. XCVIII.

An Act to amend the Laws concerning Prisons.

[10th August, 1842.]

## CAP. XCIX.

An Act to prohibit the Employment of Women and Girls in Mines and Collieries, to regulate the Employment of Boys, and to make other Provisions relating to Persons working therein.

[10th August, 1842.]

## CAP. C.

An Act to consolidate and amend the Laws relating to the Copyright of Designs for ornamenting Articles of Manufacture.

[10th August, 1842.]

Whereas by the several acts mentioned in schedule (A.) to this act annexed, there was granted, in respect of the woven fabrics therein mentioned, the sole right to use any new and original pattern for printing the same during the period of three calendar months: And whereas by the act mentioned in the schedule (B.) to this act annexed, there was granted, in respect of all articles, except lace, and except the articles within the meaning of the acts heretofore referred to, the sole right of using any new and original design, for certain purposes, during the respective periods therein mentioned; but so far as the protection afforded by the said acts in respect of the application of designs to certain articles of manufacture is insufficient, it is expedient to extend the same, but upon the condi-

tions hereinafter expressed; now, for that purpose, and for the purpose of consolidating the provisions of the said acts, be it enacted, That this act shall come into operation on the 1st September, 1842, and that thereupon all the said acts mentioned in the said schedules (A.) and (B.) to this act annexed shall be and they are hereby repealed.

2. That notwithstanding such repeal of the said acts, every copyright in force under the same shall continue in force till the expiration of such copyright; and with regard to all offences or injuries committed against any such copyright before this act shall come into operation, every penalty imposed and every remedy given by the said acts, in relation to any such offence or injury, shall be applicable as if such acts had not been repealed; but with regard to such offences or injuries committed against any such copyright after this act shall come into operation, every penalty imposed and every remedy given by this act in relation to any such offence or injury shall be applicable as if such copyright had been conferred by this act.

3. And with regard to any new and original design (except for sculpture and other things within the provisions of the several acts mentioned in the schedule (C.) to this act annexed), whether such design be applicable to the ornamenting of any article of manufacture, or of any substance, artificial or natural, or partly artificial and partly natural, and that whether such design be so applicable for the pattern, or for the shape or configuration, or for the ornament thereof, or for any two or more of such purposes, and by whatever means such design may be so applicable, whether by printing, or by painting, or by embroidery, or by weaving, or by sewing, or by modelling, or by casting, or by embossing, or by engraving, or by staining, or by any other means whatsoever, manual, mechanical, or chemical, separate or combined; be it enacted, That the proprietor of every such design, not previously published either within the United Kingdom of Great Britain and Ireland, or elsewhere, shall have the sole right to apply the same to any articles of manufacture, or to any such substances as aforesaid, provided the same be done within the United Kingdom of Great Britain and Ireland, for the respective terms hereinafter mentioned, such respective terms to be computed from the time of such design being registered according to this act; (that is to say),

In respect of the application of any such design to ornamenting any article of manufacture contained in the first, second, third, fourth, fifth, sixth, eighth, or eleventh of the classes following, for the term of three years:

In respect of the application of any such design to ornamenting any article of manufacture contained in the seventh, ninth, or tenth of the classes following, for the term of nine calendar months:

In respect of the application of any such design to ornamenting any article of manufacture or substance contained in the twelfth or thirteenth of the classes following, for the term of twelve calendar months:

Class 1.—Articles of manufacture composed wholly or chiefly of any metal or mixed metals:

Class 2.—Articles of manufacture composed wholly or chiefly of wood:

Class 3.—Articles of manufacture composed wholly or chiefly of glass:

Class 4.—Articles of manufacture composed wholly or chiefly of earthenware:

Class 5.—Paper hangings:

Class 6.—Carpets:

Class 7.—Shawls, if the design be applied solely by printing, or by any other process by which colours are or may hereafter be produced upon tissue or textile fabrics:

Class 8.—Shawls not comprised in Class 7:

Class 9.—Yarn, thread, or warp, if the design be applied by printing, or by any other process by which colours are or may hereafter be produced:

Class 10.—Woven fabrics, composed of linen, cotton, wool, silk, or hair, or of any two or more of such materials, if the design be applied by printing, or by any other process by which colours are or may hereafter be produced upon tissue or textile fabrics; excepting the articles included in Class 11:

Class 11.—Woven fabrics, composed of linen, cotton, wool, silk, or hair, or of any two or more of such materials, if the design be applied by printing, or by any other process by which colours are or may hereafter be produced upon tissue or textile fabrics, such

woven fabrics being or coming within the description technically called furnishings, and the repeat of the design whereof shall be more than 12 inches by 8 inches:

Class 12.—Woven fabrics, not comprised in any preceding class:

Class 13.—Lace, and any article of manufacture or substance not comprised in any preceding class.

4. That no person shall be entitled to the benefit of this act, with regard to any design in respect of the application thereof to ornamenting any article of manufacture, or any such substance, unless such design have before publication thereof been registered according to this act, and unless at the time of such registration such design have been registered in respect of the application thereof to some or one of the articles of manufacture or substances comprised in the above-mentioned classes, by specifying the number of the class in respect of which such registration is made, and unless the name of such person shall be registered according to this act as a proprietor of such design, and unless after publication of such design every such article of manufacture, or such substance to which the same shall be so applied, published by him, hath thereon, if the article of manufacture be a woven fabric for printing, at one end thereof, or, if of any other kind or such substance as aforesaid, at the end or edge thereof, or other convenient place thereon, the letters "Rd." together with such number or letter, or number and letter, and in such form as shall correspond with the date of the registration of such design according to the registry of designs in that behalf; and such marks may be put on any such article of manufacture or such substance, either by making the same in or on the material itself of which such article or such substance shall consist, or by attaching thereto a label containing such marks.

5. That the author of any such new and original design shall be considered the proprietor thereof, unless he have executed the work on behalf of another person for a good or a valuable consideration, in which case such person shall be considered the proprietor, and shall be entitled to be registered in the place of the author; and every person acquiring for a good or a valuable consideration a new and original design, or the right to apply the same to ornamenting any one or more articles of manufacture, or any one or more such substances as aforesaid, either exclusively of any other person or otherwise, and also every person upon whom the property in such design or such right to the application thereof shall devolve, shall be considered the proprietor of the design in the respect in which the same may have been so acquired, and to that extent, but not otherwise.

6. That every person purchasing or otherwise acquiring the right to the entire or partial use of any such design may enter his title in the register hereby provided, and any writing purporting to be a transfer of such design and signed by the proprietor thereof, shall operate as an effectual transfer; and the registrar shall, on request, and the production of such writing, or in the case of acquiring such right by any other mode than that of purchase on the production of any evidence to the satisfaction of the registrar, insert the name of the new proprietor in the register; and the following may be the form of such transfer, and of such request to the registrar:

#### *Form of Transfer, and Authority to register.*

I A. B., author [or proprietor] of design, No. —, having transferred my right thereto, [or, if such transfer be partial], so far as regards the ornamenting of — [describe the articles of manufacture or substances, or the locality with respect to which the right is transferred], to B. C. of — do hereby authorize you to insert his name on the register of designs accordingly.

#### *Form of Request to register.*

I B. C., the person mentioned in the above transfer, do request you to register my name and property in the said design as entitled [if to the entire use] to the entire use of such design, [or, if to the partial use], to the partial use of such design, so far as regards the application thereof, [describe the articles of manufacture, or the locality in relation to which the right is transferred.]

But if such request to register be made by any person to whom any such design shall devolve otherwise than by transfer, such request may be in the following form:

"I C. D., in whom is vested by [state Bankruptcy or otherwise] the design, No. — [or if such devolution be of a per-

trial right, so far as regards the application thereof] to [describe the articles of manufacture or substance, or the locality in relation to which the right has devolved]."

7. And for preventing the piracy of registered designs, be it enacted, That during the existence of any such right to the entire or partial use of any such design no person shall either do or cause to be done any of the following acts with regard to any articles of manufacture, or substances, in respect of which the copyright of such design shall be in force, without the license or consent in writing of the registered proprietor thereof; (that is to say),

No person shall apply any such design, or any fraudulent imitation thereof for the purpose of sale, to the ornamenting of any article of manufacture, or any substance, artificial or natural, or partly artificial and partly natural:

No person shall publish, sell, or expose for sale any article of manufacture, or any substance, to which such design, or any fraudulent imitation thereof, shall have been so applied, after having received, either verbally or in writing, or otherwise from any source other than the proprietor of such design, knowledge that his consent has not been given to such application, or after having been served with or had left at his premises a written notice signed by such proprietor or his agent to the same effect.

8. That if any person commit any such act, he shall for every offence forfeit a sum not less than 5*l.* and not exceeding 30*l.* to the proprietor of the design in respect of whose right such offence has been committed; and such proprietor may recover such penalty as follows:

In England, either by an action of debt or on the case against the party offending, or by summary proceeding before two justices having jurisdiction where the party offending resides; and if such proprietor proceed by such summary proceeding, any justice of the peace acting for the county, riding, division, city, or borough where the party offending resides, and not being concerned either in the sale or manufacture of the article of manufacture, or in the design to which such summary proceeding relates, may issue a summons requiring such party to appear on a day and at a time and place to be named in such summons, such time not being less than eight days from the date thereof; and every such summons shall be served on the party offending, either in person or at his usual place of abode; and either upon the appearance or upon the default to appear of the party offending, any two or more of such justices may proceed to the hearing of the complaint, and upon proof of the offence, either by the confession of the party offending, or upon the oath or affirmation of one or more credible witnesses, which such justices are hereby authorized to administer, may convict the offender in a penalty of not less than 5*l.* or more than 30*l.*, as aforesaid, for each offence, as to such justices doth seem fit; but the aggregate amount of penalties for offences in respect of any one design committed by any one person, up to the time at which any of the proceedings herein mentioned shall be instituted, shall not exceed the sum of 100*l.*; and if the amount of such penalty or of such penalties, and the costs attending the conviction so assessed by such justices, be not forthwith paid, the amount of the penalty or of the penalties, and of the costs, together with the costs of the distress and sale, shall be levied by distress and sale of the goods and chattels of the offender, wherever the same happen to be in England; and the justices before whom the party has been convicted, or, on proof of the conviction, any two justices acting for any county, riding, division, city, or borough in England, where goods and chattels of the person offending happen to be, may grant a warrant for such distress and sale; and the overplus, if any, shall be returned to the owner of the goods and chattels, on demand; and every information and conviction which shall be respectively laid or made in such summary proceeding before two justices under this act may be drawn or made out in the following forms respectively, or to the effect thereof, *mutatis mutandis*, as the case may require:

#### Form of Information.

"Be it remembered, That on the — at — in the county of — A. B. of — in the county of — [or C. D. of — in the county of — at the instance and on behalf of A. B. of — in the county of —] cometh before us — and — two of her Majesty's justices of the peace in and for the county

of —, and giveth us to understand that the said A. B., before and at the time when the offence hereinafter mentioned was committed, was the proprietor of a new and original design for [here describe the design] and that within twelve calendar months last past, to wit, on the — at — in the county of — E. F. of — in the county of — did [here describe the offence], contrary to the form of the act passed in the — year of the reign of her present Majesty, intitled 'An Act to consolidate and amend the Laws relating to the Copyright of Designs for ornamenting Articles of Manufacture.'

#### Form of Conviction.

"Be it remembered, That on the — day of — in the year of our Lord — at — in the county of — E. F. of — in the county aforesaid is convicted before us — and — two of her Majesty's justices of the peace for the said county, for that he the said E. F. on the — day of — in the year — at — in the county of — did [here describe the offence] contrary to the form of the statute in that case made and provided; and we the said justices do adjudge that the said E. F. for his offence aforesaid hath forfeited the sum of — to the said A. B."

In Scotland, by action before the court of session in ordinary form, or by summary action before the sheriff of the county where the offence may be committed or the offender resides, who, upon proof of the offence or offences, either by confession of the party offending or by the oath or affirmation of one or more credible witnesses, shall convict the offender and find him liable in the penalty or penalties aforesaid, as also in expenses; and it shall be lawful for the sheriff, in pronouncing such judgment for the penalty or penalties and costs, to insert in such judgment a warrant, in the event of such penalty or penalties and costs not being paid, to levy and recover the amount of the same by pointing: Provided always, that it shall be lawful to the sheriff, in the event of his dismissing the action and absolving the defender, to find the complainer liable in expenses; and any judgment so to be pronounced by the sheriff in such summary application shall be final and conclusive, and not subject to review by advocacy, suspension, reduction, or otherwise:

In Ireland, either by action in a superior court of law at Dublin or by civil bill in the civil bill court of the county or place where the offence was committed.

9. That notwithstanding the remedies hereby given for the recovery of any such penalty as aforesaid, it shall be lawful for the proprietor in respect of whose right such penalty shall have been incurred (if he shall elect to do so) to bring such action as he may be entitled to for the recovery of any damages which he shall have sustained, either by the application of any such design or of a fraudulent imitation thereof, for the purpose of sale, to any articles of manufacture or substances, or by the publication, sale, or exposure to sale, as aforesaid, by any person, of any article or substance to which such design or any fraudulent imitation thereof shall have been so applied, such person knowing that the proprietor of such design had not given his consent to such application.

10. That in any suit in equity which may be instituted by the proprietor of any design or the person lawfully entitled thereto, relative to such design, if it shall appear to the satisfaction of the judge having cognizance of such suit that the design has been registered in the name of a person not being the proprietor or lawfully entitled thereto, it shall be competent for such judge, in his discretion, by a decree or order in such suit to direct either that such registration be cancelled (in which case the same shall thenceforth be wholly void), or that the name of the proprietor of such design, or other person lawfully entitled thereto, be substituted in the register for the name of such wrongful proprietor or claimant, in like manner as is hereinbefore directed in case of the transfer of a design, and to make such order respecting the costs of such cancellation or substitution, and of all proceedings to procure and effect the same, as he shall think fit; and the registrar is hereby authorized and required, upon being served with an official copy of such decree or order, and upon payment of the proper fee, to comply with the tenor of such decree or order, and either cancel such registration or substitute such new name, as the case may be.

11. That unless a design applied to ornamenting any article of manufacture or any such substance as aforesaid be so registered as aforesaid, and unless such design so registered shall



have been applied to the ornamenting such article or substance within the United Kingdom of Great Britain and Ireland, and also after the copyright of such design in relation to such article or substance shall have expired, it shall be unlawful to put on any such article or such substance, in the manner hereinbefore required with respect to articles or substances whereof shall be applied a registered design, the marks hereinbefore required to be so applied, or any marks corresponding therewith or similar thereto; and if any person shall so unlawfully apply any such marks, or shall publish, sell, or expose for sale any article of manufacture, or any substance with any such marks so unlawfully applied, knowing that any such marks have been unlawfully applied, he shall forfeit for every such offence a sum not exceeding 5*l.*, which may be recovered by any person proceeding for the same by any of the ways hereinbefore directed with respect to penalties for pirating any such design.

12. That no action or other proceeding for any offence or injury under this act shall be brought after the expiration of twelve calendar months from the commission of the offence; and in every such action or other proceeding the party who shall prevail shall recover his full costs of suit or of such other proceeding.

13. That in the case of any summary proceeding before any two justices in England, such justices are hereby authorized to award payment of costs to the party prevailing, and to grant a warrant for enforcing payment thereof against the summoning party, if unsuccessful, in the like manner as is hereinbefore provided for recovering any penalty with costs against any offender under this act.

14. And for the purpose of registering designs for articles of manufacture, in order to obtain the protection of this act, be it enacted, that the Lords of the Committee of Privy Council for the consideration of all matters of trade and plantations, may appoint a person to be a registrar of designs for ornamenting articles of manufacture, and, if the lords of the said committee see fit, a deputy registrar, clerks, and other necessary officers and servants; and such registrar, deputy registrar, clerks, officers, and servants shall hold their offices during the pleasure of the lords of the said committee; and the commissioners of the Treasury may from time to time fix the salary or remuneration of such registrar, deputy registrar, clerks, officers, and servants; and, subject to the provisions of this act, the lords of the said committee may make rules for regulating the execution of the duties of the office of the said registrar; and such registrar shall have a seal of office.

15. That the said registrar shall not register any design in respect of any application thereof to ornamenting any articles of manufacture or substances, unless he be furnished, in respect of each such application, with two copies, drawings, or prints of such design, accompanied with the name of every person who shall claim to be proprietor, or of the style or title of the firm under which such proprietor may be trading, with his place of abode or place of carrying on his business, or other place of address, and the number of the class in respect of which such registration is made; and the registrar shall register all such copies, drawings, or prints, from time to time successively, as they are received by him for that purpose; and on every such copy, drawing or print, he shall affix a number corresponding to such succession; and he shall retain one copy, drawing, or print, which he shall file in his office, and the other he shall return to the person by whom the same has been forwarded to him; and in order to give ready access to the copies of designs so registered, he shall class such copies of designs, and keep a proper index of each class.

16. That upon every copy, drawing, or print of an original design so returned to the person registering as aforesaid, or attached thereto, and upon every copy, drawing, or print thereof received for the purpose of such registration, or of the transfer of such design being certified thereon or attached thereto, the registrar shall certify under his hand that the design has been so registered, the date of such registration, and the name of the registered proprietor or the style or title of the firm under which such proprietor may be trading, with his place of abode or place of carrying on his business, or other place of address, and also the number of such design, together with such number or letter, or number and letter, and in such form as shall be employed by him to denote or correspond with the date of such registration; and such certificate made on every such original design, or on such copy thereof, and purporting to be signed by the registrar or deputy registrar, and purporting to have the seal of office of such registrar affixed thereto, shall, in

the absence of evidence to the contrary, be sufficient proof, as follows,

Of the design, and of the name of the proprietor thereof mentioned, having been duly registered; and

Of the commencement of the period of registry; and

Of the person named therein as proprietor being the proprietor; and

Of the originality of the design; and

Of the provisions of this act, and of any rule under which the certificate appears to be made, having been complied with. And any such writing purporting to be such certificate shall, in the absence of evidence to the contrary, be received as evidence without proof of the handwriting of the signature thereto, or of the seal of office affixed thereto, or of the person signing the same being the registrar or deputy registrar.

17. That every person shall be at liberty to inspect any design whereof the copyright shall have expired, paying only such fee as shall be appointed by virtue of this act in that behalf; but with regard to designs whereof the copyright shall not have expired, no such design shall be open to inspection, except by a proprietor of such design or by any person authorized by him in writing, or by any person specially authorized by the registrar, and then only in the presence of such registrar or in the presence of some person holding an appointment under this act, and not so as to take a copy of any such design or of any part thereof, nor without paying for every such inspection such fee as aforesaid: Provided always, that it shall be lawful for the said registrar to give to any person applying to him, and producing a particular design, together with the registration mark thereof, or producing such registration mark only, a certificate stating whether of such design there be any copyright existing, and if there be, in respect to what particular article of manufacture or substance such copyright exists, and the term of such copyright, and the date of registration, and also the name and address of the registered proprietor thereof.

18. That the commissioners of the treasury shall from time to time fix fees to be paid for the services to be performed by the registrar, as they shall deem requisite, to defray the expenses of the said office, and the salaries or other remuneration of the said registrar, and of any other persons employed under him, with the sanction of the commissioners of the treasury, in the execution of this act; and the balance, if any, shall be carried to the consolidated fund of the United Kingdom, and be paid accordingly into the receipt of her Majesty's Exchequer at Westminster; and the Commissioners of the Treasury may regulate the manner in which such fees are to be received, and in which they are to be kept, and in which they are to be accounted for, and they may also remit or dispense with the payment of such fees in any cases where they may think it expedient so to do; Provided always, that the fee for registering a design to be applied to any woven fabric, mentioned or comprised in classes 7, 9, or 10, shall not exceed the sum of 1*l.*; that the fee for registering a design to be applied to a paper hanging shall not exceed the sum of 10*s.*; and that the fee to be received by the registrar for giving a certificate relative to the existence or expiration of any copyright in any design printed on any woven fabric, yarn, thread, or warp, or printed, embossed, or worked on any paper hanging, to any person exhibiting a piece end of a registered pattern, with the registration mark thereon, shall not exceed the sum of 2*s.* 6*d.*

19. That if either the registrar or any person employed under him either demand or receive any gratuity or reward, whether in money or otherwise, except the salary or remuneration authorized by the commissioners of the treasury, he shall forfeit for every such offence 50*l.* to any person suing for the same by action of debt in the Court of Exchequer at Westminster; and he shall also be liable to be either suspended or dismissed from his office, and rendered incapable of holding any situation in the said office, as the Commissioners of the Treasury see fit.

20. And for the interpretation of this act, be it enacted, That the following terms and expressions, so far as they are not repugnant to the context of this act, shall be construed as follows; (that is to say), the expression "commissioners of the treasury" shall mean the lord high treasurer for the time being, or the commissioners of her Majesty's treasury for the time being, or any three or more of them; and the singular number shall include the plural as well as the singular number; and the masculine gender shall include the feminine gender as well as the masculine gender.

21. That this act may be amended or repealed by any act to be passed in the present session of parliament.

## SCHEDULES REFERRED TO BY THE FOREGOING ACT.

## SCHEDULE (A.).

- 27 Geo. 3, c. 38, (1787).—An Act for the Encouragement of the Arts of designing and printing Linens, Cottons, Calicoes, and Muslins, by vesting the Properties thereof in the Designers, Printers, and Proprietors for a limited Time.
- 29 Geo. 3, c. 19, (1789).—An Act for continuing an Act for the Encouragement of the Arts of designing and printing Linens, Cottons, Calicoes, and Muslins, by vesting the Properties thereof in the Designers, Printers, and Proprietors for a limited Time.
- 34 Geo. 3, c. 23, (1794).—An Act for amending and making perpetual an Act for the Encouragement of the Arts of designing and printing Linens, Cottons, Calicoes, and Muslins, by vesting the Properties thereof in the Designers, Printers, and Proprietors for a limited Time.
- 2 Vict. c. 13, (1839).—An Act for extending the Copyright of Designs for Calico Printing to Designs for printing other woven Fabrics.

## SCHEDULE (B).

- 2 Vict. c. 17, (1839).—An Act to secure to Proprietors of Designs for Articles of Manufacture the Copyright of such Designs for a limited Time.

## SCHEDULE (C).

- 38 Geo. 3, c. 71, (1798).—An Act for encouraging the Art of making new Models and Casts of Busts, and other Things therein mentioned.
- 54 Geo. 3, c. 56, (1814).—An Act to amend and render more effectual an Act for encouraging the Art of making new Models and Casts of Busts and other Things therein mentioned, and for giving further Encouragement to such Arts.

## CAP. CI.

An Act for extending to the Governors and Officers of the East India Company the Powers given by an Act of the Fifth Year of King George the Fourth to Her Majesty's Governors and Officers for the more effectual Suppression of the Importation of Slaves into India by Sea.

[10th August, 1842.]

## CAP. CII.

An Act for the better Discovery and Prevention of Bribery and Treating at the Election of Members of Parliament.

[10th August, 1842.]

Whereas it has become notorious that extensive bribery prevails in many places in the election of members to serve in parliament, and that the laws now in force are insufficient for the discovery thereof; and it is expedient that further powers be given for that purpose, and for collecting evidence on which to found further proceedings in regard to places in which bribery shall be found to have been generally or extensively practised: be it enacted &c., That if after a committee shall have been nominated for the trial of an election petition, in which bribery shall be charged to have been committed, the petition shall be withdrawn, or the charges of bribery therein contained, or any other charge of bribery which shall have been made or stated before such committee, whether in support of any petition complaining of the return, or by way of recrimination, or in answer to any petition, shall be withdrawn, abandoned, or not bona fide prosecuted before the said committee, it shall and may be lawful for such committee in its discretion to examine into and ascertain the circumstances under which such withdrawal, abandonment, or forbearance to prosecute such charges as aforesaid shall have taken place, and whether the same has been the matter of compromise, arrangement, or understanding, covert or otherwise, in order to avoid the discovery of bribery at the said election; and the said committee shall be authorised, if it shall think fit, to state in their report upon the election petition any special matter relating to the cause and reason of the abandonment or forbearance to prosecute the said charges; and for more effectual discovery of the truth of the matters so to be inquired into, full power and authority is hereby given to such committee to examine (as witnesses subject to the ordinary rules of evidence) the sitting member or members, or candidate or candidates at the said election, and their several and respective agents, and all other persons whomsoever, touching and concerning such withdrawal, abandonment, or forbearance to prosecute such charges.

2. That if any committee nominated to try an election petition shall recommend that further inquiry and investigation should be made regarding bribery at such election, in that case the speaker shall nominate an agent to prosecute the investigation into the matter of the said bribery; and the said committee shall, within fourteen days from the time of their having made their report on the election petition, re-assemble, and shall inquire and ascertain whether bribery was or was not practised at the said election, and to what extent, and shall specially report to the House all such matters relating to the said bribery, and the parties implicated or concerned therein, as to the said committee shall seem expedient.

3. That the said committee, when so re-assembled, shall possess, and are hereby authorized to exercise, according to their discretion, all and every the powers and authorities relating to the examination of members of parliament, candidates, agents, and all other persons whomsoever, and to the production of papers and writings relating to the matter under inquiry, as were possessed or might have been exercised by the said committee upon the trial of the said election petition.

4. That every petition to the House of Commons, complaining that general or extensive bribery has prevailed at the then last or any previous election of a member or members to serve in parliament for any county, borough, or place, which shall be subscribed by some person claiming therein to have had a right to vote at the election to which the same shall relate, or to have had a right to be returned or elected thereat, or alleging himself to have been a candidate at the election, and which shall be presented after the time limited by the House for presenting election petitions, and within three calendar months next after some one or more of the acts of bribery charged therein shall have been committed, if the House be then sitting, or if such period shall expire during an adjournment of the House for the Easter or Christmas holidays, or during a prorogation of parliament, then within two days after the end of such adjournment, or within thirty days after the beginning of the next session, shall be inquired into by a committee to be appointed in all respects as a committee for trying an election petition; and for this purpose such petition shall be referred to the general committee of elections, who, in case the examiner of recognisances shall report that the recognisances in respect of such petition are sufficient, pursuant to the provisions hereinafter contained, shall give the same notices, and proceed in the same manner in appointing such committee as in appointing an election committee under an act passed in the 5 Vict. [c. 53], intitled "An Act to amend the Law for the Trial of controverted Elections;" and all the powers, clauses, and provisions in that or any other act for the time being in force for regulating the trial of controverted elections shall be taken to apply to the said committee and its proceedings, and to all petitioners, parties, witnesses, and others respectively; and the said committee shall inquire and ascertain whether bribery was or was not practised at the said election, and shall specially report to the House all such matters relating to the said bribery, and the parties implicated or concerned therein, as to the said committee shall seem expedient: provided always, that if the committee shall report that there was reasonable and probable ground for the allegations of the petition, the said committee shall have power to order that the costs of the petitioners shall be borne as in the case of a committee on any public matter ordered by the House of Commons.

5. That the said committee shall (before any other matter of the said petition) inquire whether any of the said acts of bribery charged therein had been committed within three months next before the time of presenting the said petition, and unless it shall be proved to the satisfaction of the said committee that one or more of the acts of bribery charged in the said petition had been committed within the said period of three months, the said committee shall not further proceed with the matter of the said petition.

6. That if any election petition containing a charge of bribery shall be withdrawn before a committee shall be appointed for the purpose of trying such petition, and petition complaining that general or extensive bribery has prevailed at such election, and which shall be subscribed as above provided, which shall be presented to the House at any time within twenty-one days of the withdrawal of such election petition being notified to the House, or if such period shall expire during an adjournment of the House for the Easter or Christmas holidays, or during a prorogation of parliament, then within two days after the end of such adjournment, or within fourteen days after the begin-

ning of the next session, such petition shall, notwithstanding that three calendar months may have elapsed since any of the acts of bribery charged therein shall have been committed, be dealt with in like manner in all respects as above provided in the case of a petition presented within three calendar months next after some one or more of the acts of bribery charged therein shall have been committed.

7. That no such petition as aforesaid shall be referred as hereinbefore provided, unless some time before three of the clock in the afternoon of the seventh day after the day on which such petition shall have been presented, a recognisance or recognisances shall be entered into by two persons, each in the sum of 250*l.*, or by one person in the sum of 500*l.*, conditioned to be forfeited unless such persons shall establish and prove to the satisfaction of the committee to which the petition shall be referred that there was reasonable and probable ground for the allegations contained in such petition.

8. That the chairman of any such committee, with the authority and sanction of such committee, shall certify under his hand whether such recognisance has been forfeited; and in case the said chairman shall certify that such recognisance has been forfeited, the sum or sums mentioned in such recognisance shall be absolutely forfeited, and shall be recoverable from the party or parties who shall have entered into such recognisance by information by the Attorney-General; and upon such information being filed, and upon production of the said recognisance and certificate, with an affidavit of the signature thereto, final judgment may be signed upon such information, and execution may be forthwith issued to levy the same: Provided always, that if the handwriting of the chairman of the committee, by whom the certificate shall have been signed, be duly verified, the validity of such certificate shall not be called in question in any court upon the allegation of any matter previous to the date thereof.

9. That the said recognisances shall be entered into in the same manner, and before the same parties, and with the like affidavit of sufficiency, as the recognisances of sureties in the case of election petitions.

10. That upon any such recognisances being entered into before the examiner of recognisances, or received by him, with the affidavit thereunto annexed, he shall forthwith report the same to the Speaker; and upon receipt of any such report, the Speaker shall communicate the same to the House, and shall also cause notice thereof to be immediately sent by the post to the returning officer for the place for which the election to which such petition shall relate was held; and such returning officer shall cause a true copy of such notice to be affixed on or near the door of the town-hall or of the parish church or of nearest to the place for which such election was held; and such notice shall also be inserted, by order of the Speaker, in one of the next two London Gazettes.

11. That it shall be lawful for any person who shall have been a candidate at the election to which such petition shall relate, and for any person complained of in such petition, and for any person having for the time being a right to vote for a member to serve in parliament for the place to which such petition shall relate, or having in fact voted at the election to which such petition shall relate, to object to the parties or either of them who shall have entered into any such recognisance, on the same grounds as those on which sureties entering into recognisances in the case of election petitions may be objected to; provided, that the ground of objection shall be stated in writing under the hand of the objecting party, or his or their agent, and shall be delivered to the examiner of recognisances within ten days after the day of the date of the Gazette in which such notice as aforesaid shall be inserted, if the party objected to reside in England, or within fourteen days after such date if the party objected reside in Scotland or Ireland.

12. That for the purpose of ascertaining and reporting upon the sufficiency of the parties who shall have entered into any such recognisance, such recognisance shall be dealt with in all respects as recognisances entered into by sureties in the case of election petitions; and all the provisions of the said act of the 5 Vict., or of any other act for the time being in force for regulating the trial of controverted elections, which relate to the mode of taking objections to sureties and to the proceedings consequential thereon, shall be applicable and in force with regard to the recognisances required to be entered into under the provisions of this act.

13. That no committee who shall re-assemble under the provisions hereinbefore contained, nor any committee appointed to investigate the matter of any petition which may be pre-

sented after the time limited for presenting election petition as herein also provided, shall possess any power or authority determine or in any way affect the seat or return of any member or members of the House of Commons, or the issuing or restraining the issue of any writ for the election of a member or members of parliament.

14. That upon the prosecution of any inquiry under the authority of this act by an agent appointed by the speaker herein is provided, every such agent is hereby authorized from time to time to certify under his hand to the Commissioners her Majesty's Treasury what sum and sums of money is or are required to meet the necessary expenses for effectually prosecuting any such inquiry, including the sums proper and necessary to be paid to and for the witnesses who may be required to attend the inquiry to which such certificate may relate; and the said Commissioners of her Majesty's Treasury shall be authorized to advance to the said agent from time to time such sums as shall be needed for the purpose aforesaid, which sum or so much thereof as shall be levied under any order for the payment of costs as hereinafter provided, shall be reimbursed to the said Commissioners of her Majesty's Treasury.

15. That it shall and may be lawful for any committee re-assembled as aforesaid, and for every committee appointed under the authority of this act, in their discretion, to report order, and direct that the costs, charges, and expenses incurred and occasioned in and about the inquiries respectively prosecuted before any such committee, or any part or proportion thereof, shall be paid by any party, person or persons, who may have been proved before the said committee, being first duly heard, to have been guilty of bribery, or of having received bribes, or to have occasioned costs, charges, and expenses to have been incurred by having brought forward frivolous and vexatious charges of bribery against any other person or persons; and the Speaker shall deliver to the agent of the House of Commons, or of the party or parties, a certificate, signed by himself, expressing the amount of the costs and expenses to be paid by each of the said parties, with the name or description of the party liable to pay the same; and such certificate shall be conclusive evidence of the amount of and all other matters to establish the demand, and the liability of the several parties to pay the same.

16. That all costs, charges, and expenses mentioned or referred to in the report of any committee made under the authority of this act shall be ascertained and allowed by the same person, and in the same manner, as the costs, charges, and expenses of petitions reported to be frivolous and vexatious are now by law required to be ascertained and allowed; and all the several provisions relating to costs upon frivolous and vexatious petitions, and to the Speaker's certificate of the amount, and to the recovery thereof, shall extend to and apply, so far as may be, to costs, charges, and expenses payable under the authority of this act, as fully and effectually as if the same were re-enacted by this act, the Speaker's said certificate being hereby declared to be conclusive evidence of all and every the matters necessary to the establishment of the demand, and of the liability of all parties and persons mentioned therein as liable thereto.

17. That it shall be lawful for the agent appointed by the Speaker as aforesaid, or the party or parties named in the certificate, to demand the payment of the whole amount of such taxed costs and expenses, so certified as above, from any one or more of the persons herein made liable to the payment thereof, and, in case of nonpayment thereof, in his or her name to recover the same by action of debt in any of her Majesty's courts of record at Westminster or Dublin, or in the court of session in Scotland, in which action it shall be sufficient for the plaintiff to declare that the defendant or defendants is or are indebted to him in the sum mentioned in the said certificate; and the said plaintiff shall, upon filing the said declaration, together with the said certificate, and affidavit of the handwriting of the Speaker thereto, be at liberty to sign judgment as for want of plea by nil dicit, and take out execution for the said sum so mentioned in the said certificate, together with the costs of the said action, according to due course of law; and no writ of error shall be allowed, and the validity of such certificate shall not be questioned, in any court, upon the allegation of any matter or thing anterior to the date thereof; and the said agent or party or parties named in the certificate shall pay over to the Commissioners of her Majesty's Treasury the amount of the several sums which he or they shall recover or receive in respect of such costs in and by such action or otherwise.

18. That the amount of any costs payable to the person appointed by the Attorney-General as aforesaid shall, upon the issuing of the Speaker's certificate, be held and deemed a debt upon record due to her Majesty.

19. That in every case it shall be lawful for any person or persons, from whom the amount of such costs and expenses shall have been so recovered, to recover in like manner from the other persons, or any of them, (if such there shall be), who are jointly liable to the payment of the said costs, expenses, and fees, a proportionate share thereof, according to the number of persons so liable, and according to the extent of the liability of each person.

20. And whereas a practice has prevailed in certain boroughs and places of making payments by or on behalf of candidates to the voters in such manner that doubts have been entertained whether such payments are to be deemed bribery; be it declared and enacted, That the payment or gift of any sum of money, or other valuable consideration whatsoever, to any voter, before, during, or after any election, or to any person on his behalf, or to any person related to him by kindred or affinity, and which shall be so paid or given on account of such voter having voted or having refrained from voting, or being about to vote or refrain from voting, at the said election, whether the same shall have been paid or given under the name of head money, or any other name whatsoever, and whether such payment shall have been in compliance with any usage or practice, or not, shall be deemed bribery.

21. That all the foregoing provisions of this act, so far as the same are applicable thereto, shall apply to any election which may have taken place, or which may take place, after the 1st day of June, 1842.

22. And whereas the provisions of an act passed in the 7 & 8 Will. 3, [c. 25], intitled "An Act for preventing Charges and Expenses in Elections of Members to serve in Parliament," have been found insufficient to prevent corrupt treating at elections, and it is expedient to extend such provisions; be it enacted, That every candidate or person elected to serve in parliament for any county, riding, or division of a county, or for any city, borough, or district of boroughs, who shall, from and after the passing of this act, by himself, or by or with any person, or in any manner, directly or indirectly, give or provide, or cause or knowingly allow to be given or provided, wholly or partly at his expense, or pay wholly or in part any expenses incurred for any meat, drink, entertainment, or provision to or for any person, at any time, either before, during, or after any such election, for the purpose of corruptly influencing such person, or any other person, to give or to refrain from giving his vote in any such election, or for the purpose of corruptly rewarding such person, or any other person, for having given or refrained from giving his vote at any such election, shall be incapable of being elected or sitting in parliament for that county, riding or division of a county, or for that city, borough, or district of boroughs, during the parliament for which such election shall be holden.

23. That this act may be amended or repealed by any act to be passed in this session of parliament.

(To be continued).

## London Gazette.

TUESDAY, SEPTEMBER 13.

### DECLARATIONS OF INSOLVENCY.

HORTON PAYN, Liverpool, Lancashire, master mariner and merchant.

JOHN REID, Saint Albans, Hertfordshire, chemist and druggist.

### BANKRUPTS.

JACOB SIMMONS, Longwick, Princes Risborough, Buckinghamshire, corn dealer and cattle dealer, Sept. 21 at 12, and Oct. 25 at 1, Court of Bankruptcy: Off. Ass. Gibson; Sols. Harman, High Wycombe; Holme & Co., 10, New Inn.—Fiat dated Sept. 12.

THOMAS HUTCHINSON, Dover-road, Surrey, linen draper, sugar refiner, and capillaire manufacturer, Sept. 21 and Oct. 25 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sol. Stormy, 8, Wellington-street, London-bridge, Southwark.—Fiat dated Sept. 7.

THOMAS GOOCH, Dalston-terrace West, and White-chapel-road, timber merchant, Sept. 26 and Oct. 25 at 12,

Court of Bankruptcy: Off. Ass. Green; Sols. Hine & Robinson, Charter-house-square.—Fiat dated Sept. 5.

WILLIAM HUSKISSON, Birmingham, linen draper, Sept. 20 at 1, and Oct. 25 at 2, Waterloo-rooms, Birmingham: Sols. Hardwick & Davidson, 14, Cateaton-street.—Fiat dated Sept. 2.

MORGAN DUNCAN, Newport, Monmouthshire, linen draper, Sept. 15 and Oct. 25 at 12, Westgate Inn, Newport: Sols. Hall, Bristol; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated Aug. 9.

JOHN BROOKS, Liverpool, hotel keeper and victualler, Oct. 25 at 1, Clarendon-rooms, Liverpool: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated Sept. 5.

GEORGE JELLICOE, Bilston, Staffordshire, iron master, Sept. 23 at 11, and Oct. 25 at 2, Swan Hotel, Wolverhampton: Sols. Manby & Hawksford, Wolverhampton; Wright & Smith, Golden-square.—Fiat dated Aug. 17.

DAVID HOLT, Manchester, broker, Oct. 4 and 25 at 2, Commissioners'-rooms, Manchester: Sols. Earle, Manchester; Fox, 40, Finsbury-circus.—Fiat dated Aug. 29.

RICHARD BULL, Birmingham, common brewer, Sept. 21 and Oct. 25 at 1, Waterloo-rooms, Birmingham: Sols. Smith, Birmingham; Ensor, 14, South-sq., Gray's-inn.—Fiat dated Sept. 7.

### MEETINGS.

Wm. Hen. Deeble, Bristol, accountant, Oct. 4 at 1, Commercial-rooms, Bristol, ch. ass.—*Alf. Bouglival* and *Joseph Farrington*, Stratford, Essex, manufacturing chemists, Sept. 15 at 11, Court of Bankruptcy, last ex.—*John Wm. Vogel*, Cloak-lane, City of London, bookseller, Sept. 15 at 1, Court of Bankruptcy, last ex.—*Geo. Foord*, Brighton, Sussex, coal merchant, Oct. 11 at 1, Town-hall, Brighton, aud. ac. and last ex.—*Phil. Walters* and *Morgan Llewellyn*, Neath, Glamorganshire, timber merchants, Oct. 13 at 11, Bush Inn, Swansea, last ex.—*Thos. Clarke*, Rugby, Warwickshire, mercer, Sept. 15 at 11, Spread Eagle Hotel, Rugby, last ex.—*D. Dakeyne* and *Thomas Wanklyn*, Manchester, and Gradbach, Staffordshire, flax spinners, Nov. 1 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Jean Baptiste Paul Chappe*, Manchester, cotton spinner, Nov. 4 at 12, Commissioners'-rooms, Manchester, aud. ac.—*Richard F. Breed* and *William Eccleston*, Liverpool, merchants, Oct. 20 at 12, Clarendon-rooms, Liverpool, div.; Oct. 19 at 12, aud. ac.—*J. Howarth*, Wardleworth, Rochdale, druggist, Oct. 12 at 2, Commissioners'-rooms, Manchester, fin. div.; at 3, aud. ac.—*John Holt*, Rusholme, Manchester, banker, Oct. 14 at 2, Commissioners'-rooms, Manchester, aud. ac.—*Edward Norris*, Manchester, cotton spinner, Oct. 14 at 2, Commissioners'-rooms, Manchester, div.; at 3, aud. ac.—*Charles Evans*, Manchester, banker, Nov. 3 at 12, Commissioners'-rooms, Manchester, aud. ac.—*John Jones*, Ynisterw, Llangavelach, Glamorganshire, maltster, Oct. 13 at 12, Bush Inn, Swansea, aud. ac.—*John Willis*, Liverpool, merchant, Oct. 14 at 12, Clarendon-rooms, Liverpool, aud. ac.—*Wm. Newall*, jun., and *Abraham Harrison*, Manchester, grocers, Oct. 6 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac. sep. est. of *William Newall*, jun.; Oct. 7 at 11, div.; at 12, aud. ac. sep. est. of *A. Harrison*.—*J. Rogers*, Bromyard, Herefordshire, scrivener, Oct. 5 at 2, Falcon Inn, Bromyard, aud. ac.—*J. Pritchard*, Whimsey Inn, Kingswinford, Staffordshire, victualler, Oct. 11 at 12, Vine Inn, Stourbridge, aud. ac.; at 1, first and fin. div.—*Edw. Weatherby*, Newmarket, *Jas. Hilton Ford*, Bodlondet, Carnarvonshire, *Wm. Leigh Hilton*, Holywell, Flintshire, *R. Addison*, Preston, and *Rob. Gibson*, Bolton-le-Sands, Lancashire, cotton spinners, Oct. 14 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac. sep. est. of *E. Weatherby*; Oct. 15 at 1, pr. d. and div.; at 2, aud. ac. joint est.—*Henry S. Melson*, Liverpool, wine merchant, Oct. 5 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Joseph Barker Abbott* and *Denis M'Cheane*, Liverpool, wine merchants, Oct. 8 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Wm. Christian Thompson*, Liverpool, merchant, Oct. 7 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Fred. Pratt*, Stoke-upon-Trent, Staffordshire, miller, Oct. 6 at 11, Castle Inn, Newcastle, aud. ac.—*Wm. E. Davies*, Wightwick, near Wolverhampton, Staffordshire, coal master, Oct. 13 at 11, Swan Hotel, Wolverhampton, aud. ac.—*T. Hebblewhite*, Liverpool, wine merchant, Oct. 6 at 1, Clarendon-rooms, Liverpool, aud. ac.—*W. Houldsworth*, Egremont, Liscard, Cheshire, and Liverpool, Oct. 10 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Samuel Simpson* and *Thos. M. Simpson*, Ardee, Louth,

and Bailie Borough Mills, Cavan, Ireland, corn dealers, Oct. 8 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, and ac. and fin. div.—*Michael Potter and John Lever*, Manchester, merchants, Oct. 7 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and div. joint est.; Oct. 8 at 10, pr. d.; at 11, aud. ac. and fin. div. sep. est. of *J. Lever*.—*Hen. Kilsbaw*, Edenfield, Lancashire, cotton spinner, Oct. 5 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Spencer Rogers*, Dale-hall, near Burslem, Staffordshire, earthenware manufacturer, Oct. 6 at 12, Castle Inn, Newcastle, pr. d.; at 1, aud. ac. and div.—*Thos. Endicott*, Bath, Somersetshire, innkeeper, Nov. 8 at 12, Angel Inn, Bath, aud. ac.; at 2, div.—*Ralph Osterside*, Liverpool, tailor, Oct. 5 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, fin. div.—*Jos. Hadwen*, Liverpool, banker, Oct. 5 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div.—*Jos. Wright*, Manchester, merchant, Nov. 3 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Ed. Mason*, Manchester, hosiery and lace manufacturer, Nov. 1 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, aud. ac. and div.—*Samuel Phillips and Jos. Phillips*, Liverpool, merchants, Oct. 19 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div. sep. est. of *S. Phillips*.—*Ed. Strutton*, Longcot, Berkshire, corn dealer, Oct. 12 at 11, Red Lion Inn, Farringdon, aud. ac. and div.—*Wm. Gibson*, Liverpool, merchant, Oct. 11 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Thos. Griffiths*, Bolton-en-le-Moors, Lancashire, banker, Oct. 8 at 12, Commercial Inn, Bolton-le-Moors, pr. d.; at 1, aud. ac.—*John Ritchie and Thos. Moffat*, Liverpool, merchants, Oct. 13 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div. sep. est. of *J. Ritchie*.—*J. M. Bigden*, Wingham, Kent, maltster, Oct. 10 at 2, Guildhall, Canterbury, aud. ac.; at 3, fin. div.—*Thos. Templeton and A. Templeton*, Congleton, Cheshire, silk manufacturers, Oct. 6 at 11, Macclesfield Arms Inn, Macclesfield, aud. ac.; at 12, div. sep. est. of *T. Templeton*.—*John Marrow*, Thatto-heath, within Sutton, near Prescott, and *Thos. Frodsham*, Toxteth-park, near Liverpool, common brewers, Oct. 6 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div.—*Wm. Wallace and Robert Byers*, Blackburn, Lancashire, power-loom-cloth manufacturers, Oct. 6 at 11, Town-hall, within Preston, aud. ac.; at 12, first and fin. div. joint est. and sep. est. of *Robert Byers*.—*John Anderson*, Bradford, Yorkshire, dyer, Oct. 8 at 2, Court-house, Bradford, pr. d. and aud. ac.; at 3, fin. div.—*Thomas Townsend*, Birmingham, contractor for railroad works, Oct. 4 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, div.—*Jas. Tutlock*, Liverpool, saddler, Oct. 6 at 1, div.—*John Anderson*, Liverpool, oil merchant, Oct. 8 at 12, Clarendon-rooms, Liverpool, div.—*John Luce*, Bristol, woollen-draper, Oct. 7 at 2, Commercial-rooms, Bristol, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shewn to the contrary, on or before Oct. 4.

*Robert Slade*, sen., Poole, Newfoundland, merchant.—*John Stevens*, Rhodes-well-wharf, Mile-end, road contractor.—*W. Harper*, Cowper's-court, Cornhill, merchant.—*Thos. Kearley*, Tyldesley, Lancashire, cotton spinner.—*David Paul*, Kingston-upon-Hull, engine manufacturers.—*Jas. H. Allen*, Perth Cawl, Newton Nottage, Glamorganshire, timber merchant.—*Thos. Long*, Beaufort-place, Chelsea, coal merchant.—*Wm. Howorth*, Swaffham, Norfolk, wine and liquor merchant.—*Wm. Wolford*, Birmingham, maltster.—*Chas. Vandergucht*, Quadrant, Regent-st., silk mercer.—*Joel Gardiner*, Bristol, common brewer.—*C. L. Wrenshall*, Liverpool, dealer in music and musical instruments.

#### PARTNERSHIPS DISSOLVED.

*Charles May Simmons and Richard Townsend*, South-sq., Gray's-inn, attorneys and solicitors.—*Philip Vaughan, George R. Bevan, and Thos. W. Lawford*, Brecon, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Alexander Munroe*, Inverness, shipwright and builder.—*G. Scott*, Glasgow, cabinet maker.—*Andrew Shortrede*, Edinburgh, printer.

#### INSOLVENT DEBTORS.

Saturday, Sept. 10, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*John Craven*, Cheltenham, Gloucestershire, surveyor, No. 60,451 C.; *W. Williams*, assignee.—*Richard J. Lawrence*,

Sydney-place, Bethnal-green, medical student, No. 48,923 T. *James Heenan*, assignee.—*James Marks*, Lower Martha-st. St. George's East, licensed victualler, No. 53,605 T.; *W. Jackson*, assignee.—*Robt. Collins*, jun., Globe-terrace, Mile-end, poultryer, No. 53,319 T.; *J. S. Sweeting*, assignee.—*M. Thorpe*, Tolworth, near Kingston-upon-Thames, gardener, No. 51,815 T.; *Robt. Horne*, assignee.—*Harriet Colgreave*, Chester, widow, No. 60,284 C.; *John Hurley*, assignee.—*W. C. Buttolph*, Wymondham, Norfolk, general shopkeeper, No. 59,376 C.; *E. Bennett, A. Campling, and H. Steel*, assignees.—*Richard Anthony*, Dartmouth, Devonshire, grocer, No. 59,666 C.; *Chas. Shepherd and Saml. Davies*, assignees.—*S. Roberts*, Menheniot, Cornwall, farmer, No. 59,487 C.; *C. Raby and E. H. Pedler*, assignees.—*Thos. Bury*, Exeter, carrier, No. 59,948 C.; *Geo. Braund*, assignee.—*Henry Jose St. Peter*, Carmarthenshire, farmer, No. 41,690 C. W. Bee assignee.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Oct. 4 at 9.

*John Evans*, Long-lane, West Smithfield, woollen draper.—*Edw. Manton*, Shoe-lane, Fleet-st., plumber.—*David de Lox*, Houndditch, stationer.—*Mark Stevens*, King-st.-terrace, Ne North-road, Islington, watch maker.—*John Viner*, Chapel place, Vere-st., Oxford-st., out of business.—*Henry Bridge*, Little Guildford-st., Southwark, hat-block maker.—*Edw. J. Miles*, Oldburton-st., Fitzroy-sq., attorney's clerk.—*John Grimer*, Old Mint, Tower of London, viewor of tools and iron mongery in the Tower.—*Richard Young*, Catherine-st., Ros pel-st., Commercial-road, Lambeth, millwright.—*John Kensington*, Burnley, Lancashire, lieutenant in the 11th regiments of hussars.—*Charles Doery*, Lower-area, Hungerford-market and Bear-st., Leicester-sq., fishmonger.—*John Wood*, Gloucester-place, Kentish-town, out of business.

Oct. 6, at the same hour and place.

*George Atty*, Lancaster-place, Strand, newspaper reporter.—*Ells. Millson*, widow, Little Charlotte-st., Blackfriars-road, out of business.—*Joseph Buck*, Mint-st., Borough, Southwark, publican.—*E. W. Reeve*, Clapham Old-town, labourer.—*Charles Collins*, Botany-bay, Brixton-road, Brixton, Surrey, jobbing gardener.—*G. W. Tulkin*, Frances-st., Newington, teacher of music.—*Thomas Percy*, Church-lane, White-chapel, coach-spring maker.—*Edward Miles*, jun., Earl's-st., Finsbury-sq., satin dresser.—*Thos. Cartwright*, St. Andrew's-terrace, Waterloo-road, Lambeth, bricklayer.—*R. M. Gold*, York-st., Camden-town, retailer of beer.—*George Johnson*, Pickering-place, Paddington, out of business.—*Jas. Stewart*, Petersham, near Richmond, Surrey, labourer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Edward Fisher*, Bristol, tallow chandler, Sept. 17, Peter's Bristol: 1s. 1d. in the pound.—*Rev. Robert Prestice Crant*, Camberwell, Surrey, clerk, Dod & Sone's, Billiter-st.: 2s. 9d. in the pound (making 20s. in the pound).

#### FRIDAY, SEPTEMBER 16.

##### BANKRUPTS.

**GEORGE COLE**, Hampton, innkeeper, Sept. 26 at 1, and Oct. 28 at 12, Court of Bankruptcy: Off. As. Gibson & Sol. Pyke, 43, Lincoln's Inn-fields.—Fiat dated Sept. 12.

**JOHN BALL BOUCHER**, Birmingham, shawl dealer, Sept. 21 at 1, and Oct. 28 at 11, Court of Bankruptcy: Off. As. Green: Sols. Reed & Shaw, Friday-st.-oct.—Fiat dated Sept. 13.

**ROBERT CRAIG**, Manchester, innkeeper, Sept. 30 and Oct. 28 at 2, Commissioners'-rooms, Manchester: Sols. Lees, Manchester; Gregory & Co., Bedford-row.—Fiat dated Sept. 13.

**STEPHEN THOMAS**, York, victualler and tavern-keeper, Sept. 27 at 2, and Oct. 28 at 3, Guildhall, York: Sols. Wiglesworth & Co., 5, Gray's Inn-square; R. E. and O. Smithson, York.—Fiat dated Sept. 1.

**RICHARD WOMERSLEY**, Northampton, hat manufacturer, Sept. 24 at 11, and October 28 at 2, Peacock Inn, Northampton: Sols. Pell, jun., Northampton; Welley, 8, King's-road, Bedford-row.—Fiat dated Sept. 9.

**GEORGE HEATHCOTE and WILLIAM LEYESLEY**, Sheffield, manufacturers, Sept. 24 and Oct. 28 at 12, Town Hall, Sheffield: Sols. Unwin, Sheffield; Duncan, 70, Chancery-lane.—Fiat dated Sept. 2.

**WILLIAM MEARNS**, Liverpool, shawl dealer and shawl warehouseman, Sept. 28 and Oct. 28 at 11, Clarendon-rooms, Liverpool: Sols. Kay & Co., Manchester.—Fiat dated Sept. 2.

**GEORGE OLDHAM**, Manchester, wine and spirit merchant and victualler, Oct. 8 and 28 at 2, Commissioners'-rooms, Manchester: Sols. Chew, Manchester; Gregory & Co., Bedford-row.—Fiat dated Sept. 5.

**JAMES VARDY**, Wolverhampton, Staffordshire, brass founder and gas-apparatus manufacturer, October 12 and 28 at 11, Swan Hotel, Wolverhampton: Sols. James, Wall-sall; Cox & Stone, 24, Poultry.—Fiat dated Sept. 9.

## MEETINGS.

*John Barnett*, jun., West-st., West Smithfield, victualler, Oct. 11 at 2, sp. aff.—*John Nield*, Quick, Saddleworth, Yorkshire, *James Nield*, Dukinfield, Cheshire, *John Nield*, jun., Charlesworth, Glossop, Derbyshire, and *John Holt*, Charlesworth, cotton spinners, Oct. 3 at 11, Commissioners'-rooms, Manchester, ch. ass.—*Thos. Ayres Phillips*, Ardwick, Lancashire, common brewer, Oct. 3 at 12, Commissioners'-rooms, Manchester, ch. ass.—*Elizabeth Oldham* and *Thomas Oldham*, Chalford and Cheltenham, Gloucestershire, builders, Oct. 11 at 10, Royal George Hotel, Stroud, last ex.—*John Smith*, Huddersfield, wine merchant, Oct. 7 at 10, Pack Horse Inn, Huddersfield, last ex.; at 11, and. ac.; at 12, div.—*Samuel Sedgley*, Dudley, Worcestershire, grocer, Oct. 12 at 12, Swan Hotel, Wolverhampton, last ex.—*John Sparham*, Troston, Suffolk, miller, Sept. 27 at 1, Globe Inn, Bury St. Edmunds, last ex.—*Beng. Baker*, Liverpool, marble mason, Oct. 8 at 11, Clarendon-rooms, Liverpool, aud. ac.; Oct. 10 at 11, div.—*Robert Stringer*, Great Yarmouth, Norfolk, wine and spirit merchant, Oct. 10 at 1, Feathers Inn, Great Yarmouth, aud. ac.—*Thos. Nock*, Oldbury, Salop, coal master, Oct. 27 at half-past 12, Waterloo-rooms, Birmingham, aud. ac.—*John Fisher* and *Geo. Hen. Fisher*, Manchester, Manchester warehousemen, Oct. 29 at 3, Commissioners'-rooms, Manchester, div.; at 4, aud. ac.—*Robert Adams*, Manchester, butter merchant, Oct. 15 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*Abel Crompton*, Manchester, grocer, Oct. 14 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*Thomas Dugdale*, Manchester, grocer, Oct. 19 at 10, Commissioners'-rooms, Manchester, aud. ac.—*John Penny* and *Thomas Penny*, Shepton Mallet, Somersetshire, grocers, Oct. 10 at 12, Commercial-rooms, Bristol, aud. ac. sep. est. of *John Penny*; Oct. 11 at 12, first and fin. div.—*John Gooder*, Rastick, Halifax, Yorkshire, fancy cloth manufacturer, Oct. 8 at 10, George Hotel, Huddersfield, aud. ac.—*Edm. Pickup*, Haslingden, Lancashire, cotton sheet manufacturer, Oct. 13 at 11, Swan Inn, Belton-le-Moors, aud. ac.—*Geo. F. Watts*, Bath and Bathampton, Somersetshire, money scrivener, Oct. 14 at 11, Graves's, Bath, and. ac.—*Ambrose Child*, jun., Walcot, Somersetshire, carpenter, Oct. 14 at 12, Graves's, Bath, aud. ac.—*Wm. Kirk*, Leicester, builder, Oct. 11 at 11, Castle of Leicester, aud. ac.—*Jas. G. Smith*, Bath, common brewer, Oct. 13 at 12, aud. ac.—*Rich. Turner*, Manchester, flour dealer, Oct. 25 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Abraham Meredith*, Quay, Bristol, coal merchant, Oct. 11 at 2, aud. ac. and div.—*Wm. Bodman*, Bristol, tallow chandler, Oct. 11 at 3, Commercial-rooms, Bristol, aud. ac.; Oct. 15 at 2, fin. div.—*W. Hague*, *S. Hague*, and *Wm. Shatwell*, Manchester, commission-agents, Nov. 3 at 10, Commissioners'-rooms, Manchester, fin. div.; at 11, aud. ac. sep. est. of *S. Hague*; Nov. 4 at 10, fin. div.; at 11, and. ac. sep. est. of *W. Shatwell*; Nov. 5 at 10, div.; at 11, and. ac. joint est.—*John Scott*, Birmingham, gun maker, Nov. 8 at 2, Commissioners'-rooms, Manchester, aud. ac.—*Richd. Southall*, jun., Birmingham, merchant, Oct. 27 at 11, Waterloo-rooms, Birmingham, aud. ac.—*Wm. Newall*, jun., and *Abraham Harrison*, Manchester, grocers, October 11 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*Peter Leicester*, Longlight, near Manchester, slate merchant, Oct. 1 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Thomas Reeves* and *Wm. Reeves*, Whiston, Clames, Worcester, coach builders, Oct. 27 at 11, Unicorn Inn, Worcester, aud. ac.—*Isaac N. Wigney* and *C. Wigney*, Brighton, Sussex, bankers, October 13 at 11, Town-hall, Brighton, aud. ac.—*Wm. Greenwood*, Greenacres Moorside, Oldham, Lancashire, corn dealer, Oct. 14 at 10, Commissioners'-rooms, Manchester, fin. div.; at 11, aud. ac.—*Wm. Walley*, Salford, Lancashire, flour dealer, Oct. 13 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac.—*Jos. Weight*, Manchester, merchant, Oct. 15 at 10, Com-

missioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*W. Jas. Holt*, Grantham, Lincolnshire, wine and spirit merchant, Oct. 13 at 11, Gilstrap's, Newark, aud. ac.; at 12, fin. div.—*Wm. Horenaill*, Dover, Kent, carpenter, Oct. 25 at 11, Shakspeare Hotel, Dover, aud. ac.; at 12, div.—*Joseph W. Pilcher*, Crabble, River, Kent, miller, Oct. 25 at 1, Shakspeare Hotel, Dover, aud. ac.; at 2, fin. div.—*Ed. H. Hart*, Gateshead, Durham, glass manufacturer, Oct. 7 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*G. Last*, Birmingham, general merchant, Oct. 11 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, div.—*G. Waud*, York, flour dealer, October 28 at 11, Guildhall, York, aud. ac.; at 12, div.—*Edwd. Minty*, Warminster, Wiltshire, maltster, October 29 at 10, Bath Arms Inn, Warminster, aud. ac.; at 11, first and fin. div.—*Stephen Forster*, Gateshead, Durham, ironfounder, Oct. 10 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*Thos. Statham*, Huddersfield, Yorkshire, hosier, Oct. 7 at 10, White Swan Inn, Huddersfield, aud. ac.; at 11, fin. div.—*Chas. Cross* and *B. Spauill*, Colchester, Essex, merchants, Oct. 7 at 11, Three Cups Hotel, Colchester, aud. ac.; at 12, fin. div.—*John Russom*, Carnarvon, coal merchant, Oct. 10 at 11, Uxbridge Arms Hotel, Carnarvon, aud. ac.; at 12, fin. div.—*John Lawther*, Newcastle-upon-Tyne, ship and insurance broker, October 10 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 2, div.—*William Barnes*, Shindcliffe, Durham, fire brick manufacturer, Oct. 17, Newcastle Arms, Durham, aud. ac. and div.—*Henry Lacey*, Liverpool, bookseller, Oct. 12 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*John R. Smith*, Monk Wearmouth-shore, Durham, ship owner, Oct. 21 at 1, Bridge Hotel, Bishop Weymouth, aud. ac.; at 2, div.—*S. Edw. Hyde*, Bradwater, Sussex, builder, Oct. 11 at 12, Town-hall, Brighton, aud. ac.; at 1, div.—*John Lockley*, Bilston, Staffordshire, plumber, Oct. 13 at 11, Swan Inn, Wolverhampton, aud. ac.; at 12, div.—*Fras. Stodart*, *John B. Stodart*, and *Fras. Stodart*, jun., Cumberland, and Manchester, manufacturers, Oct. 11 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div.—*Wm. Ireland*, *Nathaniel Calvert*, *Jas. Overend*, and *Corney Tomkinson*, Lancaster, and *Robert Bond*, Trinidad, merchants, Oct. 20 at 12, King's Arms Inn, Lancaster, aud. ac.; at 1, fin. div.—*Robt. Slade*, sen., and *Mark Senger*, Poole, and *Roddes Biddle*, and *Robert Major*, Longfleet, Great Cadford, Dorsetshire, Newfoundland merchants, Oct. 13 at 11, London Tavern Inn, Poole, aud. ac.; at 1, fin. div.—*Thomas Horton*, Spon-lane Iron Works, West Bromwich, Staffordshire, ironfounder, Oct. 13 at 11, Swan Inn, Wolverhampton, first and fin. div.

## CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Oct. 7.

*John Geo. Bourne*, Wellington-terrace, Clapham, Surrey, carpenter.—*C. W. Hadden*, Hammersmith, cheesemonger.—*A. L. Bensons*, Walbrook-buildings, merchant.—*E. Banks*, Birmingham, button maker.—*T. D. Taylor*, Lower Holborn, silman.—*Rich. C. Squibb*, East Cowes, Isle of Wight, Southampton, rope maker.—*Thomas James*, Hookcliffe, Chalgrove, Bedfordshire, farmer.—*J. Hopkins*, Arundel, Sussex, banker.—*Eliz. F. Richardson*, Manchester, publican.—*Wm. Henry Turnham*, Leicester, innkeeper.—*Wm. Cocking*, Beccaton, Bedfordshire, market gardener.—*Thomas Tufham*, Settle, Giggleswick, Yorkshire, earthenware manufacturer.—*G. Barnard*, Portsea, Hampshire, coal merchant.—*Wm. Kirk*, Leicester, builder.—*John Matson Rigden*, Wingham, Kent, maltster.

## PARTNERSHIPS DISSOLVED.

*John Winstanley*, *Peter Catterall*, and *W. Charnley*, attorneys and solicitors.—*James Bourdillon*, *James Bourdillon*, jun., and *Stafford Bourdillon*, Great Winchester-st., London, solicitors.

## SCOTCH SEQUESTRATIONS.

*John* and *Wm. Cranford*, Gorbals, Glasgow, wrights.—*J. Grieve*, Borrowstounness, distiller.—*Miss Mary Ballingall*, Edinburgh, deceased.—*Alexander Peter*, Gellybanks, Perthshire, farmer.—*Gall and Yellowlees*, Edinburgh, coach builders.—*Robt. Boyle Watson*, Dumfermline, glazier.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Oct. 7 at 9.

*Henry Hill*, Blackmore-st., Drury-lane, shopman to a chemist.—*John Mayhew*, Greek-st., Soho, biscuit baker.—*John*



*Lavender*, jun., Old Bailey, out of business.—*R. Michael*, Houndsditch, general dealer.—*Augusta Nixon*, widow, Park-road, Regent's Park, out of business.—*Henry Dulley*, Putney, Surrey, grocer.—*James Des Granges*, Stanhope-st., Clare-market, watchmaker.—*Ralph Wilcocks*, York-st., Commercial-road East, wheelwright.—*H. B. Wormald*, Blackmore-st., Clare-market, out of business.—*David Harris*, Castle-st. East, Oxford-market, French-polisher.—*John Jas. Atkinson*, Camberwell, Surrey, plumber.—*George Thacker*, Old Mint, Tower of London, labourer.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Richard Shaw*, Birkenhead, Cheshire, commission agent, Sept. 26, Holden & Clarke's, Liverpool: 2s. 10d. in the pound.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*William Downman*, jun., of Sudbury, Suffolk; and *Edward Delves Broughton*, of Nantwich, Cheshire.

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# The Jurist

No. 298.

LONDON, SEPTEMBER 24, 1842.

PRICE 1s.

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LONDON, SEPTEMBER 24, 1842.

On the 1st of the present month, an Act of considerable importance in some of the manufacturing districts came into operation—we allude to the “Act to consolidate and amend the Laws relating to the Copyright of Designs for ornamenting Articles of Manufacture.” (5 & 6 Vict. c. 100—see ante, p. 331). By that Act, the old Acts 27 Geo. 3, c. 38; 29 Geo. 3, c. 19; 34 Geo. 3, c. 23; 2 Vict. c. 13; and 2 Vict. c. 17, for securing a copyright in designs, as applied to certain articles of manufacture, are repealed from and after the 1st September, 1842, except as regards copyrights created by those Acts; and those are still to subsist for the term, and partly subject to the regulations fixed by the repealed Acts.

The present Act gives a copyright of varied duration, according to the subject-matter of it, to the proprietor of any new and original design, (except for the matters included in the 38 Geo. 3, c. 71, and 54 Geo. 3, c. 56), applied to the ornamenting of any article of manufacture. The words of the 3rd section are, “with regard to any new and original design, whether such design be applicable to the ornamenting of any article of manufacture, or of any substance, artificial or natural, or partly artificial and partly natural; and that whether such design be so applicable for the pattern, or for the shape or configuration, or for the ornament thereof, or for any two or more of such purposes, and by whatever means such design may be so applicable, whether by printing, or by painting, or by embroidery, or by weaving, or by sewing, or by modelling, or by casting, or by embossing, or by engraving, or by staining, or by any other means whatsoever, manual, mechanical, or chemical, separate or combined; be it enacted, that the proprietor of every such design not previously published, either within the United Kingdom of Great Britain and Ireland or elsewhere, shall have the sole right to apply

the same to any articles of manufacture or to any such substances as aforesaid,” &c. &c.; and then follows a statement of the different terms for which copyright in designs may be held, according to the class of manufacture or substance to the ornamenting of which the design is applicable.

With regard to what may be the subject of copyright in a design, the Act is plainly intended not to apply to that kind of subject-matter which is proper for a patent. The subject-matter is to be a new “design,” and a design applicable to “ornamenting;” and it is clear from the language of the Act that it must be some arrangement of mere form or figure, however produced or applied, tending to or having the purpose of ornament. There may however arise, perhaps, considerable difficulty in determining in all cases what will be a “design” within the meaning of the Act; and cases may be easily conceived in which it might be within the election of an inventor, whether to take letters patent for his invention, or a copyright under this Act for the result produced by it. For instance, suppose that the particular kind of ornament called, we believe, generally “engine turning,” were now for the first time discovered, would it or would it not be a design within the meaning of this Act? It is undoubtedly a figure or combination of figures applied to ornament, as much as any new combination of lines and figures entering into the pattern of a printed calico or shawl; and we should incline to think that such a combination of curved lines, intended for, and producing ornament, would, if original, be a design within the meaning of the Act.

The Act may thus, perhaps, in some cases, have an unforeseen beneficial effect, by affording cheap protection by way of a short term of copyright, for the use of an ornamental design, where the heavy expense of obtaining letters patent for the machinery by which it is produced, might otherwise preclude the inventor from obtaining any protection.

The Act requires that the design, in order to support a copyright, should not have been "published;" but it is silent as to what shall constitute publication. And on that point there will be, we doubt not, very frequent difficulty. With regard to inventions the subject of letters patent, the words of the statute (21 Jac. 1, c. 3, s. 6) are, "which others at the time of making such letters patent and grants shall not use." And the like words are to be found in the 2nd section of Lord Brougham's Act (5 & 6 Will. 4, c. 83) in respect to confirming letters patent, where the patentee appears not to have been the real inventor. The Court must be satisfied, in order to permit confirmation, that the invention had not been "publicly and generally used." In neither of these statutes is the word "publish" or "publication" to be found. The rule, however, in regard to patents, as to what constitutes publication, appears to be, that, if the invention has been either actually *publicly used*, or so known that the public had constructively the use of it, that is, the actual power to use it, there has been a publication fatal to the patent. Probably the same doctrine, and with such exceptions, as obtain with regard to patents, will be applied to the term "published" in this Act. There can be no question, for instance, that the publication of a design, before the date of the copyright, in any book or print, or by the sale of an article impressed with it, will be a publication within the meaning of the Act. But it seems probable that the exceptional rules of the law of patents, as to experimental and confidential user, will be applied in determining what is publication under this Act.

The 4th section of the Act gives rise to a consideration of great importance. It will be observed, that, under that section, the inventor of a new design, in order to entitle himself to the benefit of the Act, must comply with several requisites. He must, *before* publication, register it according to the act; and register his name as proprietor; and *after* publication, every article published, to which the design is applied, must be marked with the letters "Rd" and certain other figures or marks pointed out by the act. Now on this the question arises, whether the omission after publication to put the proper marks on any one or more of the articles issued, will have the effect of wholly avoiding the title of the designer, or whether it will only deprive him of the special remedies given by the act. In favour of the latter view it may certainly be contended, that the Act, by giving specific remedies of an unusual and summary nature for infringement, (sects. 7 and 8), and by declaring (sect. 9) that it does not destroy or interfere with such rights of action as the proprietor of copyright would have independently of the Act, seems itself to distinguish between the right of property given by the 3rd section, and the benefit in the shape of remedies conferred by the 7th and 8th sections. And it may be argued, that, in the 4th section, the Act does not intend total forfeiture of the right by reason of neglect of the formalities prescribed, but only suspension of the special remedies given by the Act. Indeed, it is difficult to suppose that the Legislature could intend to give to a single inadvertent omission of a prescribed formality, the effect of wholly avoiding the title conferred by it.

But on the other hand it must be observed, that the words of the 4th section are very decided and comprehensive. It declares that no person shall be entitled to "the benefit of the Act," unless besides inventing a design, he has done certain acts, and shall continue to do certain others. Now as the inventor of the design has no right of property exclusive of that conferred by the Act, his title is as much the "benefit of the Act" as the remedies given him to defend it. Moreover, supposing that the intention of the Act is to give, by the 3rd section, a title, and in the 4th to refer only to the special remedies given by the statute, still the evidence of title must be an article impressed with the design according to the forms prescribed by the statute. If therefore a person claiming copyright under the statute were to bring his action for infringement, and the defendant answered that he had not infringed; for that he had not copied from any article bearing the design of the plaintiff duly impressed under the Act, but had copied from an article bearing a similar design but not duly marked, and therefore not the property of the plaintiff, the question would be, whether such article not duly marked could be received as evidence of any title in the plaintiff, or whether it would not be evidence of the existence of some other design similar to that of the plaintiff, and being *publici juris*. If it were so held, it is plain that practically there would be an end of the plaintiff's copyright. Until this point has received judicial determination, it is not too much to say, at least, that no person claiming copyright under the statute, should omit on any account to have every article published by him duly marked according to the 4th section.

On the question what constitutes infringement, and what remedies are given by the Act to punish it, we have at present only to observe, firstly, that it seems by sect. 7, that, as to applying any design protected by copyright, to any manufacture or substance for the purpose of ornament, it is necessary, in order to amount to an infringement, that it should be applied for the purpose of sale; and that as to the mode of dealing with any article impressed with the copyright design, it will be infringement to expose such article for sale, as well as actually to publish or sell it\*. And secondly, that although no express reservation is to be found in the statute of the right to apply to a Court of Equity for the remedy by injunction, yet as the institution of a suit in equity is indirectly contemplated by the 10th section, there seems no reason to doubt, that, independently of the general rule, that the giving of special remedies by an act of parliament does not exclude other lawful remedies, unless they are excluded by express words, (*Sheriff v. Coates*, 1 Russ. & My. 159; *Coates v. Clarence Railway Company*, 1d. 181), the proprietor of copyright under this statute will be entitled to the remedy by bill in equity, as well as to the special summary remedies given by the Act, and to the common-law remedy by action.

**MASTER IN CHANCERY.**—The Lord Chancellor has appointed William Thrush Jefferson, of Northallerton, Yorkshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

\* The rule is otherwise with regard to infringement of a patent on account of the special wording of letters patent. (*Minter v. Williams*, 4 Adol. & Ell. 251).

## PUBLIC GENERAL STATUTES.

5 &amp; 6 VICTORIA.—SESSION 2.

(Continued from p. 337.)

## CAP. CIII.

An Act for abolishing certain Offices of the High Court of Chancery in England. [10th August, 1842.]

Be it enacted, &c., That from and after the 28th day of October next after the passing of this act the following offices of the High Court of Chancery, namely, the offices of clerks of the inrolments and the deputies of such clerks, comptrollers of the hampers, six clerks, sworn clerks, and waiting clerks, (except as to the recovery of fees and charges for business done heretofore, or to be done on or before the said 28th day of October, and of all costs and expenses occasioned by the nonpayment of such fees and charges, and saving to every person who shall be a sworn clerk or waiting clerk on the said 28th day of October, except while he shall hold any office or employment under this act, all the rights of being admitted and practising as a solicitor in the courts of equity, and of being admitted and practising as an attorney in the courts of law, to which he would have been entitled as such sworn clerk or waiting clerk if this act had not been passed), shall be and the same are hereby abolished.

2. That from and after the said 28th day of October all inrolments, records, and other documents in the custody of the officers of the said abolished offices, and all their bill books, case books, and indexes in respect of the said abolished offices, shall be transferred to the custody of such persons as the Master of the Rolls shall from time to time by any order direct.

3. That from and after the said 28th day of October the clerks in the petty bag shall be nominal attorneys in all causes in the petty bag in which six clerks might have been such attorneys if this act had not been passed, and the entry by any clerk of the petty bag of rules in causes in the petty bag shall have all the effect such entry could have had if this act had not been passed, and a similar entry had been made by a six clerk; and from and after the said 28th day of October all inrolments which if this act had not been passed would have been under the management of the clerks of the inrolments and their deputies shall be under the management of an officer to be denominated the "clerk of inrolments in Chancery," and all duties and authorities which if this act had not been passed could have been performed and exercised by the said six clerks as comptrollers of the hampers and riding clerk shall be performed and exercised by the said clerk of inrolments in Chancery, and such clerk of inrolments in Chancery shall be entitled under this act to a salary of 1200*l.* per annum; and from and after the said 28th day of October the records, writs, and rules of the High Court of Chancery which if this act had not been passed would or might have been under the management of the six clerks and sworn clerks or waiting clerks of the said court shall be under the management of officers to be denominated "clerks of records and writs," every one of whom shall be entitled under this act to a salary of 1200*l.* per annum; and from and after the said 28th day of October the taxing of costs in the said court shall be conducted by officers to be denominated "taxing Masters," every one of whom shall have been a sworn clerk of the said court, or shall for twelve years, or for periods making together twelve years or upwards, have practised as a solicitor of the said court, and every such taxing Master shall be entitled under this act to a salary of 2000*l.* per annum; and every clerk of inrolments in Chancery, clerk of records and writs, and taxing Master, shall hold his office during his good behaviour, and shall discharge his duties in person, except where otherwise provided by this act, or any regulation to be made under this act, and may be removed from his office by the Lord Chancellor for misconduct; and the business to be transacted by such clerk of inrolments in Chancery, clerk of records and writs, and taxing Masters, respectively, shall be as well the management of inrolments, comptrollership of the hampers, management of records, writs, and rules, and the taxing of costs as aforesaid, as also such other business (if any) connected with the Court of Chancery as the Lord Chancellor, with the advice and consent of the Master of the Rolls and Vice-Chancellors for the time being, or any two of them, shall from time to time by any order direct; and the places, times, and manner in which the same shall be conducted shall be, in the case of taxing Masters, such as the Lord Chancellor

lor, and in the case of the other officers such as the Master of the Rolls, shall from time to time by any order direct.

4. That David Drew, Esq., one of the deputies of the clerks of the inrolments, shall be the first clerk of inrolments in chancery; Frederick Bedwell, one of the sworn clerks of the Court of Chancery, John Alexander Berry, one of the agents in the Six Clerks Office, John Veal, one other of the agents in the Six Clerks Office, and Seth Charles Ward, one other of the sworn clerks of the Court of Chancery, the first clerks of records and writs; and Henry Ramsay Baines, one other of the sworn clerks of the Court of Chancery, Robert Bayly Follett, one of the solicitors of the Court of Chancery, George Gatty, one other of the sworn clerks of the Court of Chancery, Philip Martineau, one other of the solicitors of the Court of Chancery, and Richard Mills and John Wainwright, two others of the sworn clerks of the Court of Chancery, Esqrs. the first taxing masters, under this act; and that as often as the clerk of inrolments in Chancery, or any clerk of records and writs hereby appointed, or any of his successors, shall die, or resign or be removed from his office, the Master of the Rolls shall have power to appoint a clerk of inrolments in Chancery, or a clerk of records and writs, (as the case may be), in the room of the clerk of inrolments in Chancery or clerk of records and writs who shall so die, resign, or be removed; and that as often as any taxing master hereby appointed, or any of his successors, shall die, or resign or be removed from his office, the Lord Chancellor shall have power to appoint a taxing master in the room of the taxing master who shall so die, resign, or be removed: Provided always, that it shall not be imperative on the Master of the Rolls to make any such appointment of a clerk of inrolments in Chancery or clerk of records and writs, while he shall consider the same unnecessary; provided further, that no such appointment as aforesaid shall be made by the Master of the Rolls unless with the approbation of the Lord Chancellor, nor shall any such appointment as aforesaid be made of a clerk of records and writs while there shall be four or more such clerks, nor of a taxing master while there shall be six or more such masters, unless the Lord Chancellor, with such advice and consent as aforesaid, shall by any order declare such appointment to be necessary.

5. That the Lord Chancellor may from time to time, with such advice and consent as aforesaid, appoint additional taxing masters, and the Master of the Rolls may from time to time, with such approbation as aforesaid, appoint additional clerks of records and writs: Provided always, that no such additional appointment shall be made by the Master of the Rolls unless the Lord Chancellor, with such advice and consent as aforesaid, shall by any order declare such appointment to be necessary; provided further, that the number of clerks of records and writs under this act shall not at any one time exceed six, and the number of taxing masters under this act shall not at any one time exceed nine.

6. That in case of absence, from illness or other reasonable cause, it shall be lawful for any clerk of inrolments in Chancery, clerk of records and writs, or taxing master, under this act, to appoint a deputy, such deputy, and also the occasion for such appointment, being first approved in the case of a taxing master by the Lord Chancellor, and in the other cases by the Master of the Rolls; and that in case any clerk of inrolments in Chancery, clerk of records and writs, or taxing master under this act, being absent as aforesaid, shall neglect to appoint such deputy, or to renew the appointment of a deputy, the Lord Chancellor in the case of a taxing master, and in the other cases the Master of the Rolls, may appoint a deputy; and every deputy to be appointed as aforesaid shall have all the powers and authorities of his principal, and shall be paid such sum out of the salary of his principal as the Lord Chancellor in the case of a taxing master, and in other cases as the Master of the Rolls, shall direct; and during vacations the whole of the business of the following officers, (namely), the clerk of inrolments in Chancery, and clerks of records and writs, may be performed by such one or more of the same officers, and upon such terms, as the Master of the Rolls shall by any order direct.

7. That it shall be lawful for every clerk of inrolments in Chancery, clerk of records and writs, and taxing master, under this act, and also the clerk of affidavits of the Court of Chancery, to administer the oaths and take the affirmations and attestations of honour which he may from time to time be required to administer and take by any order made by the Lord Chancellor, with such advice and consent as aforesaid.

8. That all persons swearing, affirming, or attesting before

any clerk of inrolments in Chancery, or clerk of records and writs, or taxing master, under this act, or clerk of affidavits, shall be liable to all such penalties, punishments, and consequences for any wilful and corrupt false swearing or perjury contained therein as if the matter sworn, affirmed, or attested had been sworn, affirmed, or attested before the High Court of Chancery, or any of the Masters in Ordinary thereof.

9. That every clerk of inrolments in Chancery under this act may appoint, to assist him in his business, three clerks, and as many more as the Master of the Rolls shall from time to time by any order direct; and that every clerk of inrolment in Chancery may from time to time remove such clerks, and fill up all vacancies in the number of such clerks, whether occasioned by death, resignation, or removal; and every such clerk shall be entitled under this act to such salary as the Master of the Rolls shall by any order direct, provided that the whole amount payable for such salaries shall not in any one year exceed the sum which, if equally divided between them, would admit of a salary of 250*l.* for every such clerk; and that every clerk of records and writs under this act may appoint to assist him in his business three clerks, and as many more as the Master of the Rolls shall from time to time by any order direct; and that every clerk of records and writs may from time to time remove such clerks, and fill up all vacancies in the number of such clerks, whether occasioned by death, resignation, or removal; and every such clerk shall be entitled under this act to such salary as the Master of the Rolls shall by any order direct, provided the whole amount for such salaries shall not in any one year exceed the sum which, if equally divided between them, would admit of a salary of 250*l.* for every such clerk; and that every taxing master under this act may appoint, to assist him in his business, one clerk, and as many more as the Lord Chancellor shall from time to time by any order direct; and every taxing master may from time to time remove such clerks, and fill up all vacancies in the number of such clerks, whether occasioned by death, resignation, or removal; and every such clerk shall be entitled under this act to a salary of 250*l.* per annum: provided always, that no clerk shall be appointed by a clerk of inrolments in Chancery, or clerk of records and writs, to fill up a vacancy, while he shall have three or more clerks, unless the Master of the Rolls shall by any order declare such appointment to be necessary, and no clerk shall be appointed by a taxing master to fill up a vacancy while he shall have a clerk or clerks, unless the Lord Chancellor shall by any order declare such appointment to be necessary.

10. That if any clerk of inrolments in Chancery, clerk of records and writs, or taxing master, or any clerk of any clerk of inrolments in Chancery, clerk of records and writs, or taxing master, shall, for any thing done or pretended to be done relating to his office or employment under this act, or under colour of doing any thing relating to his said office or employment, wilfully demand or accept, or appoint or allow any person whatsoever to take for him or on his account, or for or on account of any person by him named, any fee, gift, gratuity, or emolument, or any thing of value, other than what is allowed or directed to be taken by him under this act, or any order made under this act, the person so offending may, upon complaint made to the Lord Chancellor, be removed from any office or employment he may hold under this act.

11. That from and after the 28th October next after the passing of this act no person while he holds any office or employment under this act shall practise as a barrister, or as a solicitor or attorney; and that from and after the said 28th October every solicitor or attorney who shall accept any office or employment under this act shall be struck off the roll of solicitors of the High Court of Chancery, and off the roll of attorneys of any of her Majesty's courts of record at Westminster on which his name may be.

12. That it shall be lawful for every person who shall at the passing of this act be a clerk of the inrolments, deputy of such clerk, comptroller of the hanaper, riding clerk, six clerk, sworn clerk, waiting clerk, agent, or record keeper, and whose office or employment shall be abolished or affected by this act, to make a claim for compensation within twelve calendar months after the passing of this act to the Lord Chancellor, who shall proceed, in such manner and upon such average as he may think proper, to inquire what compensation ought to be made to any such claimant, and what were the fees and emoluments in respect of which the same should be allowed; and in every case in which such claim shall be established to the satisfaction of the Lord Chancellor, he is hereby authorized and empow-

ered to determine, by an order, the amount of the annual compensation which shall seem to him to be just and reasonable for the loss sustained by such claimant, being in the case of a clerk of the inrolments or deputy as aforesaid, or comptroller of the hanaper, riding clerk, six clerk, sworn clerk, or waiting clerk, not less than three fourths nor more than the whole, and in the case of an agent or record keeper not less than two thirds nor more than the whole, of the sum which shall be determined by the Lord Chancellor to be the net annual value of such fees and emoluments: provided always, that no other period shall be fixed for any such average as aforesaid than three years, expiring on any day between the passing of this act and the 1st November next, or some portion of such three years; and that for the purpose of taking any average in the case of a sworn clerk or waiting clerk, the fees and emoluments of any business previous to the acquisition of such business by any sworn clerk or waiting clerk claiming compensation in respect thereof shall be deemed to have been the fees and emoluments no of such sworn clerk or waiting clerk: provided further, that average shall be taken or compensation awarded in respect of any business which shall be acquired after the passing of this act.

13. That the executors or administrators of every person who at the passing of this act shall be a clerk of the inrolments or deputy as aforesaid, comptroller of the hanaper, riding clerk, six clerk, sworn clerk, waiting clerk, agent, or record keeper, and who shall die after the said 28th October next after the passing of this act, and before compensation shall be awarded to him, shall be entitled to make such claim and receive such compensation for the time which shall elapse between the 28th October next after the passing of this act and the day of the death of such clerk of the inrolments, deputy as aforesaid, comptroller of the hanaper, riding clerk, six clerk, sworn clerk, waiting clerk, agent, or record keeper, as such clerk of the inrolments, deputy as aforesaid, comptroller of the hanaper, riding clerk, six clerk, sworn clerk, waiting clerk, agent, or record keeper would if living have been entitled of claim and receive, and such compensation shall form part to the personal estate of such clerk of the inrolments, deputy as aforesaid, comptroller of the hanaper, riding clerk, sworn clerk, six clerk, waiting clerk, agent, or record keeper.

14. And inasmuch as the business of a sworn clerk and of a waiting clerk has been treated as a subject of sale and succession, and has commonly been sold for half the profits during the seven years next after a sale, be it therefore enacted, That a yearly sum equal to half the annual sum to be awarded as compensation to any sworn clerk or waiting clerk, or which, in the case of any sworn clerk or waiting clerk who shall die before the said 28th October next after the passing of this act, or after the said 28th October and before compensation shall be awarded to him, might have been awarded to him if he had survived the said 28th October and the award of compensation, shall for seven years, to be computed from the said 28th October next after the passing of this act, or the day of the decease of such sworn clerk or waiting clerk, (whichever shall last happen), be paid to the executors, administrators, or assigns of such sworn clerk or waiting clerk, as part of his personal estate.

15. That it shall be lawful for the Lord Chancellor to award such compensation, if any, as he may think fit to the persons who, on the 28th October next after the passing of this act, shall be clerk of the public office in Chancery, and junior clerks or copying clerks of the Masters in Ordinary of the High Court of Chancery, for any loss they may respectively sustain under this act, and also to persons whose emoluments may be diminished or abolished under this act by reason of any change or discontinuance of the sealing or signing of writs.

16. That it shall be lawful for the Lord Chancellor, in the meantime and until compensation shall be awarded and determined in manner aforesaid, to order such allowances on account of such compensation as he shall think fit.

17. That an account of all such compensations and allowances as shall be granted under this act shall, within fourteen days next after the same shall be so granted, be laid upon the table of the House of Commons, if parliament shall be then assembled, or if parliament shall not be then assembled then within fourteen days after the meeting of parliament then next following.

18. That during such time as any person hereby appointed to any office, or hereafter to be appointed to any office connected with any court of law or equity, or under the crown, or in any public department under the crown, shall continue in such office, such portion (if any) as the Lord Chancellor shall direct

of the annual compensation (if any) payable to such person under this act shall cease to be payable to such person: provided always, that no compensation shall be so reduced as to make the annual amount to be received during such time as aforesaid by any such person in respect of compensation and salary together less than the full net annual value of the fees and emoluments in respect of which such compensation shall have been awarded.

19. That it shall be lawful for the Lord Chancellor, by any order made on a petition presented to him for that purpose after the 28th October next after the passing of this act, to order (if he shall think fit) to be paid to any person executing the office of clerk of inrolments in Chancery, clerk of records and writs, or taxing master, under this act, who shall be afflicted with some permanent infirmity disabling him from the due execution of his office, or shall have continued in his office for twenty years, and shall be desirous of resigning the same, an annuity not exceeding two third parts of the yearly salary which such person shall under this act be entitled to at the time of presenting such petition, to be paid out of the funds and in the manner upon and in which salaries under this act are charged: provided always, that the time during which any person hereby appointed or to be hereafter appointed to the office of clerk of inrolments in Chancery, clerk of records and writs, or taxing master, under this act, shall have been a six clerk, sworn clerk, waiting clerk, or agent, shall be added to the time during which such person shall be clerk of inrolments in Chancery, clerk of records and writs, or taxing master, under this act, and shall for the purposes of this clause be deemed and taken as part of the time during which such person shall have continued in the office of clerk of inrolments in Chancery, clerk of records and writs, or taxing master, under this act: provided always, that the retiring allowance to any person to whom compensation shall have been granted under this act shall merge in such compensation, except so far as such allowance shall exceed in yearly amount the yearly sum so granted to such person for compensation.

20. That all salaries, compensations, allowances on account of compensation, and retiring allowances, under this act, shall grow due from day to day, but shall be payable on the 3rd February, the 3rd May, the 3rd August, and the 3rd November in every year, or on such other days as the Lord Chancellor shall from time to time by any order direct, and shall be paid to the parties entitled thereto, or their respective executors or administrators, out of the fund standing in the name of the Accountant-General of the High Court of Chancery, intituled "The Sutors Fee Fund Account."

21. That from and after the said 28th October next after the passing of this act, and thenceforth, except so far as the Lord Chancellor, with such advice and consent as aforesaid, shall from time to time by any order otherwise direct, all fees for business heretofore done by clerks of the inrolments or their deputies, comptrollers of the hanaper, riding clerks, six clerks, sworn clerks, or waiting clerks, in respect of the said abolished offices, and which from and after the said 28th October shall be done by any officer of the Court of Chancery, either under the provisions of this act or any order duly made for providing for the performance of such business, shall continue payable, and that from and immediately after the transfer, by this act or any order made as aforesaid, to any of the officers under this act, of any business heretofore done by any other officers of the said court, all fees now or at the time of such transfer payable for such business shall (except so far as the Lord Chancellor, with such advice and consent as aforesaid, may from time to time by any order otherwise direct), continue payable; and all fees to continue payable as aforesaid shall be received by the officers of the said court by whom the business shall be done for which such fees shall be payable, and shall be paid into the Bank of England, to be placed to the account there standing in the name of the said Accountant-General, intituled "The Sutors Fee Fund Account," at such times and under such regulations as the Lord Chancellor, with such advice and consent as aforesaid, shall by any order direct.

22. And whereas it is expedient that the said fund should at all times be kept up to an amount sufficient to satisfy the charges thereon as well under this act as under any former act: And whereas in consequence of this act, and the regulations to be made under it, some of the fees heretofore or under this act payable to the said fund may be abolished and others may be diminished, by which the said fund may be reduced so as to be insufficient for the purposes of this act and of the other charges

on the said fund; be it therefore enacted, That it shall be lawful for the Lord Chancellor, with such advice and consent as aforesaid, from time to time by any order to impose such fees on any proceedings in the Court of Chancery, or on business in any of the offices of the said court, (including the offices under this act), as he may think necessary or expedient for maintaining the said fund, so that it may at all times be sufficient to satisfy all the charges thereon as well under this act as any former act.

23. That if on the 28th October in any year after the year 1842 there shall be a surplus standing to the credit of the said account intituled "The Sutors Fee Fund Account," after payment of the several charges hereby or by any former act imposed thereon, it shall be lawful for the Lord Chancellor by any order to direct that such part thereof as to the said Lord Chancellor shall seem fit shall be invested in the purchase of parliamentary or government securities in the name of the said Accountant-General, to be placed to the account intituled "Account of Monies placed out to provide for the Officers of the High Court of Chancery;" and it shall be lawful for the Lord Chancellor, in like manner, to direct the investment of the dividends or interest to accrue from time to time on the securities now or at any time hereafter under this act or any former act to be placed to the said last-mentioned account, or so much of such dividends and interest as he shall think fit, in the purchase of parliamentary or government securities, in the name of the said Accountant-General, to be by him placed to the credit of the said last-mentioned account; and as often as there shall be a deficiency in the said account intituled "The Sutors Fee Fund Account" at any of the times appointed for payment of any of the charges hereby or by any former act imposed thereon, it shall be lawful for the Lord Chancellor to direct the said Accountant-General to make good such deficiency, by carrying over and placing to the said account intituled "The Sutors Fee Fund Account" a sum sufficient for that purpose out of the interest and dividends to arise from the government or parliamentary securities standing to the said account intituled "Account of Monies placed out to provide for the Officers of the High Court of Chancery," or by a sale of so much of the said securities as may be necessary for that purpose; and as often as such last-mentioned securities, and the interest and dividends thereof, shall be insufficient to meet any such deficiency, it shall be lawful for the Lord Chancellor to direct the said Accountant-General to make good such last-mentioned deficiency, by carrying over and placing to the said account intituled "The Sutors Fee Fund Account" a sum sufficient for that purpose out of the interest and dividends that have arisen or may hereafter arise from the government or parliamentary securities now or hereafter to be placed to two several accounts in the Bank of England standing in the name of the said Accountant-General, and intituled "Account of Monies placed out for the Benefit and better Security of the Sutors of the High Court of Chancery," and "Account of Securities purchased with surplus Interest arising from Securities carried to an Account of Monies placed out for the Benefit and better Security of the Sutors of the High Court of Chancery," or either of them: Provided always, that the charges under this act on any of the aforesaid funds shall rank next after the charges thereon at the passing of this act.

24. That as between compensations and allowances on account of compensations, and the salaries and other monies hereby charged on the funds hereinbefore mentioned, compensations and allowances on account of compensations shall have priority of payment over all such salaries and other monies; and further, that it shall be lawful for the Lord Chancellor to purchase all or any of the compensations and retiring allowances awarded under this act; and the money to be paid for every such purchase shall be paid out of the said fund intituled "An Account of Monies placed out to provide for the Officers of the High Court of Chancery," but without prejudice to the charges under this or any former act for the time being existing on the said fund: Provided always, that no such purchase shall be made unless with the consent of the party entitled to the compensation or retiring allowance so to be purchased.

25. That the surplus interest and annual produce which hath arisen and shall arise from the monies placed out on the several accounts intituled "Account of Monies placed out for the Benefit and better Security of the Sutors of the High Court of Chancery," and "Account of Securities purchased with surplus Interest arising from Securities carried to an Account of Monies placed out for the Benefit and better Security of the Sutors in the High Court of Chancery," beyond what shall be sufficient



to answer the purposes of this and the several other acts relating to such securities, and also the interest produced from the securities purchased with such surplus interest and annual produce, shall from time to time be placed out in the purchase of government or parliamentary securities, in the name of the Accountant-General of the said court, and placed to the credit of the said account intituled "Account of Securities purchased with surplus Interest arising from Securities carried to an Account of Monies placed out for the Benefit and better Security of the Suitors of the High Court of Chancery."

26. That if at any time hereafter the whole or any part of the monies placed out to the two several accounts intituled "Account of Monies placed out for the Benefit and better Security of the Suitors of the High Court of Chancery," and "Account of Securities purchased with surplus Interest arising from Securities carried to an Account of Monies placed out for the Benefit and better Security of the Suitors of the High Court of Chancery," or to be placed out in pursuance of this act, shall be wanted to answer any of the demands of the suitors of the said Court of Chancery, then and in such case the said court may and shall direct the whole or any part of such monies to be called in, and the securities in which the same, and the surplus interest and dividends hereinbefore mentioned, shall be placed, to be sold and disposed of, in order that the suitors of the said court may at all times be paid their respective demands out of the common and general cash belonging to such suitors.

27. That it shall be lawful for the Lord Chancellor, by any order or orders of the said Court of Chancery, to authorize the change of any security or securities or of any part of the securities to be purchased in pursuance of this act.

28. That it shall be lawful for the Master of the Rolls from time to time to appoint such messengers as he shall consider necessary for the business of the offices under this act, and also such servants as he shall consider necessary for the care and cleaning of the said offices, and from time to time to remove any such messengers and servants, and appoint others; and the wages of every messenger and servant shall be such, and shall be paid out of the funds hereby charged with salaries, or such of them, and at such times and in such manner, as the Master of the Rolls shall by any order direct.

29. That the ground and hereditaments by an act passed in the 15th year of Geo. 3, [c. 56], intituled "An Act for applying the Funds provided for rebuilding the Offices of the Six Clerks of the King's Court of Chancery by an Act made in the 14th Year of the Reign of his present Majesty, intituled 'An Act for rebuilding the Office of the Six Clerks of the King's Court of Chancery, and for erecting Offices for the Register and Accountant-General of the said Court, for the better preserving the Records, Decrees, Orders, and Books of Account kept in such Offices,' in building Offices for the said Six Clerks in the Garden of Lincoln's Inn, instead of rebuilding the present Six Clerks' Offices in Chancery-lane, and for other Purposes," vested in the six clerks, together with all buildings thereon, shall, for all the estate of the said six clerks therein under the said act, and subject to the restrictions and with the exemptions in the said act mentioned, from and immediately after the 28th day of October next after the passing of this act, be vested in William Russell, Esq., Accountant-General of the said Court of Chancery, and his successors in the said office for ever, in trust to permit the same to be used for such purposes as the Lord Chancellor, with such advice and consent as aforesaid, shall from time to time by any order direct; and further, that all dividends henceforth to arise from 1517l. 9s. 5d. 3l. per centum Consolidated Bank Annuities, transferred into the name of the said Accountant-General under the said recited act, and now standing in such name to an account intituled "Money arising by Sale of the Six Clerks' Office," shall be carried to and become part of the said fund intituled "The Suitors Fee Fund Account."

30. That it shall be lawful for the Master of the Rolls, by virtue of any order made for that purpose, to order payment, at such times and in such manner, and out of such of the funds hereby charged as he shall think fit, of all such sums as shall appear to him to be reasonable and proper to be paid for the inrolling deeds and documents, and the making and writing of office and other copies of records and other documents under the control of the officers appointed by this act, or any of them, and for the care and cleaning of the rooms and buildings in which the offices of persons employed under this act may be held, and for any rent for any such buildings or rooms, and for

the repairs and fitting-up of such buildings and rooms, and for the books and stationery which may be required for the business of the said offices, and for coals and candles and other necessary articles for the said offices, and for the discharge of taxes (including land taxes), rates, and other assessments charged upon or payable in respect of the said offices and buildings, or any of them, or to which the officers under this act, or any of them, may be liable in respect thereof.

31. That it shall be lawful for the Lord Chancellor, with such advice and consent as aforesaid, to make and issue such orders as he shall think fit, as well in relation to any matters connected with the said abolished offices, and not hereby otherwise provided for, as for carrying the provisions of this act into execution, and also to make and issue such other rules and orders, not being inconsistent with the enactments and provisions of this act, as he shall think fit, for the performance of the business heretofore done in the said abolished offices, and for establishing and settling the practice of the offices hereby created.

32. That any order or orders for the time being made under this act may from time to time be annulled, altered, or varied by the like authority by which any such order or orders shall have been made, and new orders may from time to time be made for any of the purposes of this act by the respective authorities by which orders are hereby authorized to be made.

33. That out of the monies standing to the said account, intituled "The Suitors Fee Fund Account," and also out of the interest arising from the said account intituled "Account of Monies placed out to provide for the Officers of the High Court of Chancery," and also out of the interest arising from the said two accounts intituled respectively "Account of Monies placed out for the Benefit and better Security of the Suitors of the High Court of Chancery," and "Account of Securities purchased with surplus Interest arising from Securities carried to an Account of Monies placed out for the Benefit and better Security of the Suitors of the High Court of Chancery," or such one or more of the said several funds as the Lord Chancellor shall think fit, the costs and charges incurred in preparing, procuring, and passing this act shall be paid, in such manner as the Lord Chancellor shall by any order direct.

34. And whereas by an act passed in the 7 Anne, [c. 20], intituled "An Act for the public registering of Deeds, Conveyances, and Wills, and other Incumbrances, which shall be made of or shall affect any Honors, Manors, Lands, Tenements, or hereditaments within the County of Middlesex after the 29th September, 1709," it is provided that the sworn clerk to execute the office of inrolment in the High Court of Chancery who is appointed to inrol for the county of Middlesex shall be one of the officers for executing the duties of registers and masters for the matters and things in the same act contained: And whereas the said office of inrolment will be abolished by this act, and doubts may arise whether the said officer can any longer continue legally to execute the duties of such register and master as aforesaid; be it therefore enacted, that nothing in this act contained shall extend or be construed to extend to abolish the office of registers or masters for the inrolment of deeds, wills, and other conveyances in the county of Middlesex, or for any other matters or things in the said recited act contained, or to deprive any of the persons now holding such office of registers or masters of that office, and that such persons shall and may henceforth, and until otherwise provided for by law, continue to hold and enjoy such office, and execute all the powers and duties appertaining thereto, in the same manner to all intents and purposes as if this act had not been passed; and if the sworn clerk whose office shall be abolished by this act, and who now holds the office of such register or master as aforesaid, or any of his successors as such register or master, shall die or resign, or otherwise be discharged from the office of register or master, it shall be lawful for the Lord Chancellor, until it shall be otherwise directed by parliament, to nominate and appoint some fit and proper person to fill the office of such register or master, such person being a clerk of inrolments in Chancery or a clerk of records and writs under this act, or a barrister, or a solicitor, or an attorney in actual practice, of not less than five years' standing, in the place or stead of the person so dying, resigning, or being discharged from such office; and the person so nominated and appointed by the Lord Chancellor as aforesaid shall, previously to his entering upon or executing such office, take such oath or oaths, and afterwards execute such office, and the powers and duties appertaining thereto, in the same manner to all intents and purposes as the persons executing

the same would by law be required and authorised to take and execute if this act had not been passed.

35. That if the Lord Chancellor, with such advice and consent as aforesaid, shall, by any order made and issued before the said 28th October next after the passing of this act, declare that the commencement of this act shall be postponed, then and in such case the day fixed in such order for the commencement of this act shall be taken to have been substituted for the said 28th October throughout every part of this act, except this present clause: provided always, that the commencement of this act shall not by any such order be postponed for more than six calendar months next after the said 28th October.

36. That nothing in this act contained shall be construed to affect the general powers vested in the Lord Chancellor, either solely or otherwise, under any former act.

37. That in the construction of this act the expression "the Lord Chancellor" shall mean and include the Lord Chancellor, Lord Keeper, and Lords Commissioners for the custody of the Great Seal of Great Britain for the time being.

38. That this act may be amended or repealed by any act to be passed during the present session of parliament.

#### CAP. CIV.

An Act to explain and amend certain Enactments contained respectively in the Acts for the Regulation of Municipal Corporations in England and Wales, and in Ireland.

[10th August, 1842.]

Whereas by an act passed in the session of parliament held in the 5 & 6 Will. 4, [c. 76,] intituled "An Act to provide for the Regulation of Municipal Corporations in England and Wales," it is (amongst other things) enacted, that no person shall be qualified to be elected or to be a councillor or an alderman of any borough during such time as he shall have, directly or indirectly, by himself or his partner, any share or interest in any contract or employment with, by, or on behalf of the council of such borough, during such time as he shall hold any office or place of profit, other than mayor, in the gift or disposal of the council of such borough: And whereas by another act passed in the session of parliament held in the 3 & 4 Viet. [c. 108,] intituled "An Act for the Regulation of Municipal Corporations in Ireland," it is (amongst other things) enacted, that no person shall be qualified to be elected or to be a councillor, or an alderman, or a municipal commissioner of any such borough, during such time as he shall have, directly or indirectly, by himself or his partner, any share or interest in any contract or employment with, by, or on behalf of any such council, commissioners, or charitable trustees of such borough: And whereas doubts have arisen as to the extent and meaning of the words "contract" and "office or place of profit" in the said enactments, and it is expedient that such doubts should be removed: Be it therefore enacted, &c., That from and after the passing of this act the word "contract" in the said respective enactments shall not extend or be construed to extend to any lease, sale, or purchase of any lands, tenements, or hereditaments, or to any agreement for any such lease, sale, or purchase, or for the loan of money, or to any security for the payment of money only.

2. That it shall not be lawful for any member of the council of any borough to vote or to take part in the discussion of any matter before the council in which such member shall, directly or indirectly, by himself or his partner or partners, have any pecuniary interest.

3. That immediately from and after the passing of this act it shall be lawful for any person or persons against whom any original writ, suit, action, bill, plaint, or information shall have been sued out, commenced, or prosecuted on or before the day of the passing of this act, for the recovery of any pecuniary penalty or penalties incurred under the said enactments (by reason of any extension or construction of the word "contract" therein contained beyond or different from what is herein enacted) to apply to the court in which such original writ, suit, action, bill, plaint, or information shall have been sued out, commenced, or prosecuted, if such court shall be sitting, or, if such court shall not be sitting, to any judge of one of the superior courts at Westminster or Dublin, as the case may be, for an order that such writ, suit, action, bill, plaint, or information shall be discontinued, upon payment of the costs thereof out of pocket incurred to the time of such application being made, such costs to be taxed according to the practice of such court; and every such court or judge is hereby authorised and

required, upon such application, and proof that sufficient notice has been given to the plaintiff or plaintiffs, or to his or their attorney, of the application, to make such order as aforesaid; and upon the making such order, and payment or tender of such costs as aforesaid, such writ, suit, action, bill, plaint, or information shall be forthwith discontinued.

4. That in all cases in which any such writ, suit, action, bill, plaint, or information sued out or commenced on or before the 8th February, 1842, shall have been renewed or continued before the passing of this act, or upon which any declaration shall have been filed or delivered, or other proceeding had, after the said 8th February, and before the passing of this act, it shall be lawful for such court or judge, upon such application and proof as aforesaid to make such order as aforesaid for discontinuing the same, upon payment of the costs out of pocket of all proceedings had on or before the said 8th February, to be taxed as aforesaid, and of such costs out of pocket, if any, of any proceedings had after the said 8th February, as the court or judge making such order shall direct; and upon making such order, and upon payment or tender of such costs, such writ, suit, action, bill, plaint, or information shall be forthwith discontinued.

5. That in all cases in which any such writ, suit, action, bill, plaint, or information shall have been sued out or commenced at any time subsequent to the 8th February, 1842, it shall be competent for such court or judge as aforesaid to make such order as aforesaid for discontinuing the same, without payment of any costs, and upon making such order such writ, suit, action, bill, plaint, or information shall be forthwith discontinued.

6. That nothing herein contained shall extend or be construed to extend to any action, bill, plaint, or information, or any legal proceeding of any kind whatsoever, in which any judgment shall have passed on or before the day of the passing of this act; but such proceedings may be thereupon had and taken, and any such judgment may be dealt with in all respects, as if this act had not passed.

7. That from and after the passing of this act no municipal commissioner, councillor, alderman, or mayor, in any municipal corporation within the provisions of either of the said acts, shall be deemed to have been or to be disqualified to be elected, or to be such municipal commissioner, councillor, alderman, or mayor, by reason only of his having or having had, directly or indirectly, by himself or his partner, any share or interest in any lease, sale, or purchase of any lands, tenements, or hereditaments, or any agreement for any such lease, sale, or purchase, or for the loan of money, or in any security for the payment of money only, but all elections of municipal commissioners, councillors, aldermen, or mayors, as aforesaid, shall be deemed and taken to be and to have been valid (unless in cases where judgment may have been obtained before the passing of this act), notwithstanding any such share or interest in any matters herein last aforesaid.

8. That from and after the passing of this act the office of sheriff of any city, town, county of a city or county of a town, (wherein the council are empowered by law to appoint a fit person to execute the office of sheriff), shall not be deemed to be an office or place of profit within the meaning of the said act so as to create any disqualification for any office in the said act mentioned.

9. That this act may be amended or repealed by any act to be passed in this session of parliament.

#### CAP. CV.

An Act to amend an Act of the first and second Years of his late Majesty King William the Fourth, to empower landed Proprietors in Ireland to sink, embank, and remove Obstructions in Rivers.

[10th August, 1842.]

#### CAP. CVI.

An Act to regulate the Irish Fisheries.

[10th August, 1842.]

#### CAP. CVII.

An Act for regulating the Carriage of Passengers in Merchant Vessels.

[12th August, 1842.]

#### CAP. CVIII.

An Act for enabling Ecclesiastical Corporations, aggregate and sole, to grant Leases for long Terms of Years.

[12th August, 1842.]

#### CAP. CIX.

An Act for the Appointment and Payment of Parish Constables.

[12th August, 1842.]

## CAP. CX.

An Act to annex the County of the City of Coventry to Warwickshire, and to define the Boundary of the City of Coventry. — [12th August, 1842.]

## CAP. CXI.

An Act to confirm the Incorporation of certain Boroughs, and to indemnify such Persons as have sustained Loss thereby. — [12th August, 1842.]

## CAP. CXII.

An Act for suspending, until the 1st Day of October, 1843, Appointments to certain Ecclesiastical Preferments in the Dioceses of Saint Asaph and Bangor, and for securing certain Property to the said Sees. — [12th August, 1842.]

## CAP. CXIII.

An Act for Confirmation of certain Marriages in Ireland. — [12th August, 1842.]

## CAP. CXIV.

An Act to repeal so much of an Act of the second and third Years of her present Majesty, for the Suppression of the Slave Trade, as relates to Portuguese Vessels. — [12th August, 1842.]

## CAP. CXV.

An Act for raising the Sum of nine millions one hundred and ninety-three thousand Pounds by Exchequer Bills, for the Service of the Year 1842. — [12th August, 1842.]

## CAP. CXVI.

An Act for the Relief of Insolvent Debtors. — [12th August, 1842.]

Whereas it is expedient to protect from all process against the person such persons as have become indebted without any fraud or gross or culpable negligence, so as nevertheless their estates may be duly distributed among their creditors: Be it enacted, &c., That if any person, not being a trader within the meaning of the statutes now in force relating to bankrupts, or if any person being such trader, but owing debts amounting in the whole to less than 300*l.*, shall give notice, according to the schedule to this act annexed, one fourth in number and value of his creditors, and shall cause the same notice to be inserted twice in the London Gazette, and twice in some newspaper circulating within the county wherein he resides, he may present a petition for protection from process to the Court of Bankruptcy, if he has resided twelve calendar months in London or within the London district, or to the commissioner of bankrupt in the country within whose district he may have resided twelve calendar months, which petition shall have annexed to it a full and true schedule of his debts, with the names of his creditors, and the dates of contracting the debts, severally, the nature of the debt, and the security (if any) given for the same, and also of the nature and amount of his property, and of the debts owing to him, with their dates, and the names of his debtors, and the nature of the securities (if any) which he may have for such debts, and which petition shall also set forth any proposal which he may have to make for the payment, in whole or in part, of his debts; and it shall thereupon be lawful for the judge or commissioner of the Court of Bankruptcy to whom, by any order of the court, as hereinafter provided, the same shall be referred, or for the commissioner in the country to whom the petition shall be presented, to give, upon the filing of such petition, a protection to the petitioner from all process whatever, either against his person or his property of every description, which protection shall continue in force, and all process be stayed, until the appearance of the petitioner in court, as hereinafter provided; and upon the presentation of any such petition all the estate and effects of the petitioner shall forthwith become vested in the official assignee who shall be nominated by the commissioners acting in the matter of the said petition; and such official assignee shall and may forthwith take possession of so much thereof as can be reasonably obtained and possessed without suit; and the said official assignee shall hold and stand possessed of the same in like manner as official assignees hold and possess estates and effects under and by virtue of the statute relating to bankrupts.

2. That nothing herein contained shall be held or construed to hinder or prevent the said insolvent from being arrested or held to bail under the authority of any judge's order for that purpose, in like manner as may now by law be done, notwithstanding any protection which may be granted under the authority of this act.

3. That the Court of Bankruptcy shall appoint a certain ro-

tation in which the commissioners thereof shall hear the matter of such petitions, and shall make from time to time orders touching such rotation, and touching the reference to such petitions, and also touching the commissioner to whom the matter of any petition shall be transferred in case of death, resignation, or removal, and also such orders as they may think right touching the notice of meetings and examinations to be given to creditors, and the publication of such notice; provided that such orders shall be approved of by the Lord Chancellor, Lord Keeper, or Lords Commissioners of the Great Seal for the time being.

4. That the commissioner so authorized, or the commissioner in the country, (as the case may be), shall, on the day notified by such notice as aforesaid, proceed to examine upon oath the petitioner, and any creditor who may attend such examination, and any witness whom the petitioner or any creditor may call; and the said commissioner may adjourn the examination from time to time, and summon to be examined before him any debtor of such petitioner, or any creditor of such petitioner, or any other person whose evidence may appear necessary for the purposes of the inquiry; and if it shall appear to the said commissioner that the allegations in the petition and the matters in the schedules are true, and that the debts of the petitioner were not contracted by any manner of fraud or breach of trust, or any prosecution against the petitioner whereby he had been convicted of any offence, or without having at the time of becoming indebted reasonable assurance of being able to pay the debts, and that such debts were not contracted by reason of any judgment in any proceeding for breach of the revenue laws, or in any action for breach of promise of marriage, seduction, criminal conversation, libel, slander, assault, battery, malicious arrest, malicious suing out a fiat of bankruptcy, or malicious trespass, and that the petitioner has made a full discovery of his estate, effects, debts, and credits, and has not parted with any of his property since the presenting of his petition, it shall then be lawful for the said commissioner to cause notice to be given that on a certain day, to be named therein, he will proceed to make an order, unless cause be shewn to the contrary; which order shall be called a final order, and shall be for the protection of the person of the petitioner from all process, and for the vesting of his estate and effects in an official assignee, to be named by such commissioner, together with an assignee to be chosen by the majority in number and value of the creditors who may attend before the commissioner on such day, or for the carrying into effect such proposal as the petitioner shall have set forth in his petition, provided that the consideration of such final order may be adjourned from time to time by the commissioner without any fresh notice: provided always, that it shall be lawful for the said commissioner, if he shall think fit, to direct in such final order some allowance to be made for the support of the petitioner out of his estate and effects.

5. That at the first examination of the petitioner it shall be lawful for the commissioner to renew the order for protection, and to renew it from time to time until the final order for protection and distribution.

6. That it shall be lawful for the commissioner, by warrant under his hand and seal, to commit to prison any petitioner who shall appear to him to have perjured or made any false statement before him, for such time as he shall think fit, not exceeding one calendar month; and touching all persons other than the petitioner who shall be examined before him, or being lawfully summoned shall refuse or neglect to attend him, the said commissioner shall have the same powers in respect of commitment as he has by any law now in force relating to bankrupts.

7. That from and after the passing of the final order the whole estate, present and future, as well real as personal, and as well in the colonies, dominions, and plantations belonging to her Majesty, as in the United Kingdom of Great Britain and Ireland, all the effects and all the credits of the petitioner, shall become absolutely vested in the official assignee and assignee chosen by the creditors, without any deed or conveyance, which assignees shall hold the same as fully as if the petitioner had been made a bankrupt and they had been assignees under his fiat, and shall sue and be sued as if they had been assignees under such fiat; and as often as any such assignees shall die or be lawfully removed, and a new assignee duly appointed, all estate, real and personal, and such effects and credits, as were or remained vested in such deceased or removed assignee, shall vest in the new assignee, either alone

or jointly with the existing assignees, as the case may require, without any deed or conveyance for that purpose.

8. That where according to any laws now in force any conveyance or assignment of any real or personal property of a petitioner would require to be registered, inrolled, or recorded in any registry office in England, Wales, or Ireland, or in any registry office, court, or other place in Scotland, or any of the dominions, plantations, or colonies belonging to her Majesty, then in every such case such certificate of the appointment of an assignee or assignees as is described in an act passed in the 1 & 2 Will. 4, [c. 56], intitled "An Act to establish a Court in Bankruptcy," shall be registered in the registry office, court, or place wherein such conveyance or assignment as last aforesaid would require to be registered, inrolled, or recorded; and the registry hereby directed shall have the like effect, to all intents and purposes, as the registry, inrolment, or recording of such conveyance or assignment as last aforesaid would have had; and the title of any purchaser of any such property as last aforesaid for valuable consideration, who shall have duly registered, inrolled, or recorded his purchase deed previous to the registry hereby directed, shall not be invalidated by reason of such appointment of an assignee or assignees as aforesaid, or the vesting of such property in him or them consequent thereupon, unless the certificate of such appointment shall be registered as aforesaid within the times following; (that is to say), as regards the United Kingdom of Great Britain and Ireland, within two months from the date of such appointment, and as regards all other places, within twelve months from the date thereof.

9. That the said assignees shall be entitled to claim and demand from the said petitioner, at any time after the said final order, any estate and effects acquired by him at any time after such order shall have been made; and all such estate and effects, of what kind soever and wheresoever situate, shall be absolutely vested in such assignees upon their filing a copy of their claim, served upon the petitioner personally, or by leaving it at the place of residence mentioned in his notice of petition, and they shall hold the same in like manner as they held the estate and effects of the petitioner transferred by force of the final order, as hereinbefore provided: provided always, that no assignee of any insolvent shall be authorized by virtue of this act to take possession of any estate or effects which the insolvent shall have acquired or become possessed of after the making of the final order herein mentioned, except under the authority of an order of the said commissioner, or of the Court of Review in Bankruptcy, made for that purpose, and then only to the extent and at the time and in manner directed by such order, and after giving such notices, and doing such acts, matters, and things, as by the rules, orders, and regulations made under the authority of this act shall be required and directed in that behalf.

10. That if any suit or action is brought against any petitioner for or in respect of any debt contracted before the date of filing his petition, it shall be a sufficient plea in bar of the said suit or action that such petition was duly presented, and a final order for protection and distribution made by a commissioner duly authorized, whereof the production of the order signed by the commissioner, with proof of his handwriting, shall be sufficient evidence.

11. That the like evidence of the appointments of assignees shall be received as sufficient to prove such appointments in all courts and places whatsoever as is received by the laws now in force relating to bankrupts to prove such appointments.

12. That it shall be lawful for any creditor, or official assignee or other assignee, at any time after the final order shall have been made, to give one month's notice to the petitioner, either by personal service, or, if he cannot be found, by service at the place of his residence mentioned in his notice of petition, that such creditor intends to apply by motion to the said commissioner, or, in case of his death, resignation, or removal, to the commissioner appointed to succeed him, that the final order be rescinded as far as relates to the protection of the petitioner's person from process, and as far as relates to the effect of such order in bar of suits and actions; and the said commissioner shall, upon hearing the matter of such motion, and any evidence in support of it, and what the petitioner has to allege against it, and any evidence against it, and upon examining the petitioner, if he shall desire to be examined or if the commissioner shall think fit, proceed to make such rescinding order as is hereinbefore mentioned, if he sees reason to believe that the petitioner had not before the making of the

order sought to be rescinded made a full disclosure of his estate, effects, and debts, or had since the making of such order not given notice to the assignees of any property after acquired by him; provided that on any such motion by a creditor the official and other assignee shall be duly served with a month's notice to attend the said commissioner; and provided further, that notice of the hearing of such motion shall be given twice in the London Gazette and twice in the same paper in which notice of the petition had been given, or in some other paper circulating in the same county; and provided always, that the said commissioner, in case he shall refuse to make the rescinding order, shall, if he think fit, order the petitioner's costs of the motion to be paid by the creditor making the motion, or by the assignee chosen by the creditors, in case he shall make the motion, but not out of the petitioner's estate and effects.

13. That it shall be lawful for the judges and commissioners of the Court of Bankruptcy, or any four of them, to make such orders, rules, and regulations as they shall think fit for the better carrying this act into execution, and particularly for regulating and appointing the duties of the official assignees and of the other assignees, the auditing of their accounts, the collecting the debts and the realizing the estate and effects of the petitioner, and the notification of the time of hearing petitions or motions in the Gazette or otherwise; which orders, rules, and regulations shall, upon being approved by the Lord Chancellor, Lord Keeper or Lords Commissioners of the Great Seal, be laid before both Houses of Parliament within fourteen days from such approval, if parliament be then sitting, or if not, within fourteen days from the commencement of the next session of parliament, and shall in the meantime and from the date of such approval be binding upon the commissioners in the country, and upon all other persons whatever, until such time as either House of Parliament shall make some resolution in whole or in part disapproving the same.

14. That this act shall not come into operation before the 1st day of November next ensuing, except as regards the power of the commissioners to make orders, rules, and regulations, with consent of the Lord Chancellor, Lord Keeper or Lords Commissioners of the Great Seal.

15. That this act may be altered or repealed by any act to be passed during the present session of parliament.

#### SCHEDULE.

I A. B., at present and for — months past residing at — in the parish of — and county of — and being [here set forth the description of the debtor, and his profession or calling, if any], do hereby give notice, that I intend to present a petition to the Court of Bankruptcy [or the commissioner of the — district, as the case may be], praying to be examined touching my debts, estate, and effects, and to be protected from all process, upon making a full disclosure and surrender of such estate and effects for payment of my just and lawful debts; and I hereby further give notice, that the time when the matter of the said petition shall be heard is to be advertised in the London Gazette and in the — newspaper one month at the least after the date hereof. As witness my hand, this — day of — in the year —.

(To be continued).

#### London Gazettes.

TUESDAY, SEPTEMBER 20.

#### BANKRUPTS.

EDMUND HENRY LABATT, Mincing-lane, merchant and commission agent, Oct. 6 and Nov. 1 at 11, Court of Bankruptcy: Off. ass. Green; Sols. Coe & Paterson, 8, Queen-street-place.—Fiat dated Sept. 6.

JAMES BROMLEY, Knottingley, Yorkshire, vessel owner and coach proprietor, Sept. 27 and Nov. 1 at 11, Guildhall, Doncaster: Sols. England, Howden, Yorkshire; Williamson & Hill, 4, Verulam-buildings, Gray's-inn.—Fiat dated Sept. 8.

JOHN JENKINS, Cardiff, Glamorganshire, draper, Sept. 30 and Nov. 1 at 1, Commercial-rooms, Bristol: Sols. W. L. and C. Clarke, Bristol; Abbott & Co., 8, New-inn.—Fiat dated Sept. 14.

JOHN SPENCE, Alford, Lincolnshire, gas manufacturer, Oct. 7 and Nov. 1 at 11, Public-building, Louth: Sols. Bourne & Son, Alford; Scott, 25, Lincoln's-inn-fields.—Fiat dated Aug. 22.

**HENRY ADAMS**, Totnes, Devonshire, merchant, Oct. 6 and Nov. 1 at 12, Royal Hotel, Plymouth: Sols. Michelmore, Totnes; Froude & Edwards, 51, Lincoln's-Inn-fields.—Flat dated Sept. 12.

**GEORGE OLDEN**, Salisbury, Wiltshire, grocer and wine and spirit merchant, Sept. 23 and Nov. 21 at 10, Black Horse Hotel, Salisbury: Sols. Alford, Salisbury; Walker, 5, Southampton-st., Bloomsbury-sq.—Flat dated Sept. 12.

#### MEETINGS.

**Rob. Lundie**, Kingston-upon-Hull, wine merchant, Oct. 12, George Inn, Kingston-upon-Hull, ch. ass.—**William Payne**, Hand-court, Holborn, victualler, Oct. 12 at 12, Court of Bankruptcy, aud. ac.—**Thos. Ridgway**, Huddersfield, Yorkshire, wool merchant, Oct. 19 at 11, Court of Bankruptcy, aud. ac.—**J. Bedford**, Westminster-road, Surrey, ironmonger, Oct. 12 at 11, Court of Bankruptcy, aud. ac.—**Hen. Heward**, Waltham-cross, Hertfordshire, innkeeper, Oct. 12 at 12, Court of Bankruptcy, aud. ac.—**Henry English**, New Broad-street, printer, Oct. 19 at 11, Court of Bankruptcy, aud. ac.—**Edwin T. Gough**, Strand, bookseller, Oct. 19 at 12, Court of Bankruptcy, aud. ac.—**Jas. Alfred Webb** and **David Webb**, Great Marlow, Buckinghamshire, farmers' blacksmiths, Oct. 19 at 12, Court of Bankruptcy, aud. ac.—**Geo. Edm. Cartwright**, Marlow, Buckinghamshire, chemist and druggist, Oct. 19 at 1, Court of Bankruptcy, aud. ac.—**Louisa Biggs**, Goodrich, Herefordshire, shopkeeper, Oct. 14 at 2, Commercial-rooms, Bristol, aud. ac.—**James Parkinson**, Moorgate-fold, Livesey, Lancashire, cotton spinner, Oct. 11 at 11, Town-Hall, Preston, aud. ac.—**Thomas Manley**, jun., Albion Mills, Atherton, Lancashire, patent-nail manufacturer, Oct. 13 at 10, Swan Hotel, Bolton-le-Moors, aud. ac.—**Wm. Splaine**, Liverpool, coal merchant, Oct. 12 at 12, Clarendon-rooms, Liverpool, aud. ac.—**John Cockcroft**, sen., and **Abraham Fletcher**, jun., Cheetham, Manchester, stuff merchants, Oct. 14 at 2, Commissioners'-rooms, Manchester, aud. ac. sep. est. of **Abraham Fletcher**, jun.; at 3, aud. ac. joint est.; Oct. 15 at 2, div. sep. est. of **Abraham Fletcher**, jun.; at 3, div. joint est.—**Daniel W. Acraman**, Wm. Edw. Acraman, and **Alfred John Acraman**, Bristol, merchants, Oct. 12 at 11, Commercial-rooms, Bristol, aud. ac. joint est.; Oct. 14 at 11, aud. ac. sep. est. of **W. D. Acraman**; Oct. 18 at 11, aud. ac. sep. est. of **W. E. Acraman**; Oct. 21 at 11, aud. ac. sep. est. of **A. J. Acraman**.—**Joseph Southern**, Kidderminster, Worcestershire, victualler, Oct. 15 at 4, Black Horse Inn, Kidderminster, aud. ac.—**W. Chambers**, Oxford, organ builder, Nov. 5 at 10, Three Goats Inn, Oxford, aud. ac.—**John Brettargh**, Pendleton, near Manchester, timber and coal dealer, Nov. 4 at 1, Commissioners'-rooms, Manchester, aud. ac.—**Thomas Willacy**, St. Helen Mills, Windle, Lancashire, corn dealer, Oct. 13 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—**Wm. Losh** and **John Losh**, Manchester and Carlisle, calico printers, Oct. 14 at 2, Commissioners'-rooms, Manchester, div.; at 3, aud. ac. sep. est. of **Wm. Losh**; Oct. 15 at 2, div.; at 3, aud. ac. sep. est. of **J. Losh**; Oct. 18 at 2, div.; at 3, aud. ac.—**Horatio Raines** and **John Savage**, Dukinfield, Cheshire, steam-boller makers, Oct. 14 at 11, Commissioners'-rooms, Manchester, aud. ac.—**Wm. Heap**, **John Roberts**, and **Wm. Roberts**, Padliham, Lancashire, cotton spinners, Oct. 18 at 12, Bull Inn, Burnley, aud. ac.—**J. Hilton**, Tipton, Staffordshire, currier, Nov. 2 at 11, Swan Inn, Wolverhampton, aud. ac.—**Joseph Greenwell** and **Stephen Greenwell**, Shadford Mill, Durham, millers, Oct. 14 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—**Thos. D. Taylor**, Lower Holborn, otfman, Oct. 3 at 12, Court of Bankruptcy, div.—**Wm. H. King**, **Hen. King**, and **Dav. King**, Old-street, New-road, and Horns-row, St. Leonard, Shoreditch, coach builders, Oct. 12 at 1, Court of Bankruptcy, div.—**Benj. Jacques**, Standard-hill, Castle of Nottingham, **John Cotton**, Nottingham-park, Nottinghamshire, and **T. B. Oliver**, Quorndon, Leicestershire, hosiers, Oct. 12 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.—**J. W. Timmins**, West Bromwich, Staffordshire, nail factor, Oct. 4 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, fin. div.—**Cornelius Benson**, Edgbaston, near Birmingham, solicitor, Oct. 12 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—**Henry John Shepherd**, Beverley, Yorkshire, dealer and chapman, Oct. 19 at 10, Tiger Inn, Beverley, aud. ac.; at 11, fin. div.—**Richard Vann**, Bramstone, Northamptonshire, coal merchant, Oct. 31 at 10, Wratlaw's, Rugby, Warwickshire, aud. ac.; at 11, div.—**Wm. Goode**, Monmouth, draper, Nov. 7 at 13, Beaufort Arms

Hotel, Monmouth, aud. ac.; at 12, div.—**Jonathan Ward**, Greta-bridge, Yorkshire, innkeeper, Oct. 15 at 11, Hills', Richmond, aud. ac.; at 2, fin. div.—**Wm. Orendale**, Scorton, Yorkshire, cattle jobber, Oct. 15 at 10, Hills', Richmond, Yorkshire, aud. ac.; at 12, fin. div.—**Wm. Houlding**, Salford, Lancashire, cordwainer, Oct. 14 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—**Geo. Thos. Fortin Johnson**, Norwich, chemist and druggist, Oct. 14 at 2, Royal Hotel, Norwich, aud. ac. and div.—**John Edmondson**, Manchester, merchant, Oct. 14 at 2, Commissioners'-rooms, Manchester, aud. ac.; at 3, div.—**John Robt. Fletcher**, Grantham, Lincolnshire, wine merchant, Oct. 13 at 12, Hotel, Newark-upon-Trent, aud. ac.; at 2, fin. div.—**Jas. Barlow**, Birmingham, brass founder, Oct. 11 at 10, Waterloo-rooms, Birmingham, aud. ac.; at 11, fin. div.—**Hen. Merrivale**, Coventry, ribbon manufacturer, Oct. 13 at 1, Craven Arms Hotel, Coventry, aud. ac.; at 2, div.—**Duncan M' Dougall**, Liverpool, factor, Oct. 12 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—**Peter Backhouse**, Liverpool, glass dealer, Oct. 12 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, first and fin. div.—**Thos. Lewis**, Lincoln, tavern keeper, Oct. 13 at 4, City Arms Hotel, Lincoln, aud. ac. and fin. div.—**J. Berry**, Rugby, Warwickshire, grocer, Oct. 25 at 10, Gravel Arms Inn, Rugby, aud. ac.; at 11, div.—**Jas. Jackson**, Lincoln, chemist and druggist, Oct. 12 at 10, Dudding & Dingley's, Lincoln, aud. ac.; at 2, div.—**Joseph Benson**, Birmingham, confectioner, Oct. 12 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, first and fin. div.—**Henry Kendall**, **Edmund Kendall**, **John Kendall**, and **Joe. Kendall**, Ditzel, nigh Birmingham, perfumers, Oct. 12 at 12, Waterloo-rooms, aud. ac.; at 1, fin. div. sep. est. of **John Kendall**.—**William Wallis** and **John Wallis**, Wragby, Lincolnshire, corn merchants, Oct. 12 at 2, City Arms Hotel, Lincoln, aud. ac.; at 3, div.—**Thos. Roe**, Whitley, St. Michael, Coventry, miller, Oct. 14 at 3, Castle Inn, Coventry, aud. ac.; at 4, first and fin. div.—**Job Pilling**, Habergham Beves, near Burnley, Lancashire, millwright, Oct. 18 at 10, Ball Inn, Burnley, aud. ac. and div.—**John Byng**, jun., Kogworth, Leicestershire, common brewer, October 17 at 11, King's Head Inn, Loughborough, aud. ac.; at 12, div.—**Robert Wilson**, Newcastle-upon-Tyne, colliery owner, Oct. 12 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—**John Brooke**, Dewsbury, Yorkshire, woollen-cloth manufacturer, Oct. 13 at 12, Commissioners'-rooms, Leeds, aud. ac.; at half-past 12, fin. div.—**Robt. Mitchell**, Birmingham, jeweller, Oct. 19 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, div.—**Horatio Raines** and **John Savage**, Dukinfield, Cheshire, steam-boller makers, Oct. 14 at 10, Commissioners'-rooms, Manchester, div.—**Thos. Charlton** and **Ed. Thompson**, South Shields, Durham, wine and spirit dealers, Oct. 14 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne, div. and last ex. sep. est. of **Ed. Thompson**.—**W. Maddick**, Manchester, drysalter, Oct. 18 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac.—**Israel Levers**, Manchester, corn dealer, October 14 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac.—**Robt. Palmer** and **Fredk. Palmer**, Reading, Berkshire, coal merchants, Oct. 15 at 11, George Inn, Reading, fin. div.—**Elizabeth Caroline Radford**, **Joshua Radford**, and **Joseph Radford**, Manchester, ironfounders, Oct. 18 at 12, Commissioners'-rooms, Manchester, div.; at 1, aud. ac.—**Jos. Swannick**, Leigh, Lancashire, and **Stockport** and **Prestrbury**, Cheshire, silk manufacturer, Oct. 14 at 12, Commissioners'-rooms, Manchester, div.; at 1, aud. ac.—**Wm. Hyde**, Sheffield, comb manufacturer, Oct. 12 at 12, Town-hall, Sheffield, fin. div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Oct. 11.

**Stephen Peake**, Ramsgate, Isle of Thanet, Kent, builder.—**Wm. Ward**, Manchester, plumber.—**Wm. Comer**, Nantwich, Cheshire, ironmonger.—**John Johnson**, Nantwich, Cheshire, druggist.—**Francis Copland**, Birmingham, coachmaker.—**S. Speakman**, Preston, Lancashire, ship and boat builder.—**Jos. Tilston**, Macclesfield, Cheshire, silk manufacturer.

#### SCOTCH SEQUESTRATIONS.

**John Lunn**, Edinburgh, builder.—**James Robertson & Co.**, Alva, manufacturers.—**Peter Robertson**, Edinburgh, tailor.—**John Thomson**, Annan, draper.—**Geo. Wauchops**, Edinburgh, ivory turner.

## INSOLVENT DEBTORS.

Saturday, Sept. 17, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Benj. Phillips*, Bryn, Llandewy, Velfrey, Pembrokeshire, farmer and grazier, No. 68,590 C.; *Jan. Moyler*, assignee.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Thursday, Oct. 6, at 9.

*Algernon Lawes*, Wilton-st., Finsbury-sq., horse dealer.

Oct. 10, at the same hour and place.

*Edw. Nash*, Caroline-mews, Caroline-st., Bedford-sq., stable keeper.—*James Tidmarsh*, York-road, Lambeth, out of business.—*Edwin Cook*, New Gravel-lane, Shadwell, foreman to a nightman.—*P. Penn*, New Church-st., Edgeware-road, and Elizabeth-place, Kensal-green, coach builder.—*Edward Blackburn*, High-st., Poplar, butcher.—*Isaac Cohen*, Great Bedford-hill, Clerkenwell, dealer in marine stores.—*William M'Lee*, Hastings-st., Burton-crescent, greengrocer.—*Robt. Draper*, Friday-st., Chislehead, and Bridport-place, Hoxton, commission agent.—*Wm. Marshall*, Hadley, shoemaker.—*R. E. Forley*, Jew's-walk, Bethnal-green, out of business.—*F. Penn*, jun., Marsh-st., Walthamstow, Essex, plumber.—*Wm. Norington*, South-bank, Regent's-park, and Grove-place, St. John's-wood, out of business.

Oct. 11, at the same hour and place.

*John Crick*, Goswell-st., baker.—*Susanna Morley*, widow, King-st., Chislehead, boarding and lodging-house keeper.—*J. Harper*, King-st., Tower-hill, out of business.—*Daniel Russell*, Albany-road, Camberwell, painter.—*Susannah Ramsey*, Myddleton-st., Spa-fields, out of business.—*Morris Robinson*, Gt. Wild-st., Queen-st., Lincoln's-inn-fields, stout merchant.—*Joseph Bown*, London-wall, biscuit baker.—*Wm. Ward*, Wilton-st., Paul-st., Finsbury, whitesmith.—*I. F. Johns*, Queen-st., Pimlico, schoolmaster.—*Isaac Fairweather*, Fore-st., Cripplegate, shopman.—*Lewis Phillips*, Bury-st., St. Mary-axe, out of business.—*Frederick Blayney*, Argyle-st., King's-cross, accountant and money agent.

Oct. 12, at the same hour and place.

*Henry Wm. Newell*, jun., Bloomfield-place, Lower-road, Deptford, Kent, mate of a steam ship.—*Bernard S. Ryder*, St. John's-road, hair dresser.—*Saml. Chas. Beadle*, lodging at the Bell and Crown, Holborn, out of business.—*Henry Hardingham*, Spread Eagle Tap, High-st., Wandsworth, Surrey, omnibus proprietor.—*George Humphrey*, Harder's-place, High-st., Peckham, Surrey, out of business.—*John F. B. Edwards*, Amelia-row, Brompton, mill broker.—*David Phillips*, Wilton-st., Finsbury, working silversmith.—*Robt. Ricketts*, Morden-place, East Greenwich, Kent, copper-plate printer.—*H. F. Maybury*, Wood-st., Lambeth-walk, Surrey, clerk to the proprietors of Wall's patent for the protection of metals.—*Thos. Snelus*, Great Union-st., Borough-road, Southwark, clerk to the Weekly Express newspaper.—*Samuel Lake*, College-hill, Queen-st., Chislehead, surveyor.—*James Wainwright*, Old Hummums Hill, Covent-garden, out of business.

Court-house, SHEFFIELD, Yorkshire, Oct. 11 at 10.

*John Greenwood*, Sheffield, labourer.—*John Flower*, Sheffield, fender manufacturer.—*J. Orley*, Sheffield, shopkeeper.—*Wm. Hinde*, Sheffield, table-blade grinder.—*Afred Hill*, Sheffield, saddler.—*Fras. Birtles*, Sheffield, out of business.—*John Bage*, Sheffield, iron and steel roller.—*Thos. Paveon*, Stephen-green, Glossop-rd., near Sheffield, table-blade grinder.—*Philip Hunter*, Sheffield, table-knife cutler.—*H. Ward*, Philadelphia Works, near Sheffield, forgeman.—*W. Markham*, Sheffield, butcher.—*M. Liddell*, Sheffield, table-blade striker.—*Joseph Walker*, Sheffield, labourer.—*Chas. Gill*, Sheffield, cutler.—*Samuel Turner*, Sheffield, hackney coachman.—*Geo. Platts*, Sheffield, comb maker.—*Joseph Harrison*, Sheffield, clamping-machine maker.—*John Whitlam*, Sheffield, out of business.—*Robt. Fidler*, Sheffield, file grinder.—*Ann Wilson*, Sheffield, coal leader.—*Geo. Pearson*, Sheffield, stonemason.—*Anthony Hyde*, Sheffield, publican.—*James Shipman*, Sheffield-park, green grocer.—*Saml. Jessop*, Sheffield, comb maker.—*James Timperley*, jun., Sheffield, edge-tool maker.—*Thos. Morton*, Sheffield, razor-blade forger.—*James Tynter*, Sheffield, edge-tool maker.—*Joseph Hatfield*, Sheffield, labourer.—*John Beighton*, Sheffield, table-knife hatter.—*James Mann*, Sheffield, spring-knife-blade forger.—*Jas. Brailwhite*, Sheffield, penknife grinder.—*John Coe*, Sheffield, grocer.—*John Reiner*, Sheffield, file cutter.—*Luke Webster*, Sheffield, sole-

sor manufacturer.—*James Shipman*, Sheffield, cutler.—*Wm. White*, Sheffield, stone mason.—*Henry Nicholson*, Sheffield, spring-knife cutler.—*Joseph Perkinson*, Sheffield, table-knife cutler.—*Abel Kent*, Sheffield, scissor smith.—*M. Thompson*, Sheffield, silver plater.—*Wm. Green*, Sheffield, butcher.—*J. T. Renwick*, Sheffield, penknife manufacturer.—*T. Holmes*, Sheffield, licensed victualler.—*Chas. Marsden*, Sheffield, blacksmith.—*John Marsden*, Sheffield, razor grinder.—*John Marshall*, Sheffield, house painter.—*Henry Lovether*, Sheffield, law stationer.—*George Merrill*, jun., Sheffield, fork maker.—*S. Hardy*, Pitsmoor, near Sheffield, out of business.—*S. Moody*, Bacon's Island, near Sheffield, silver plater.—*Robert Youle*, Sheffield, table-blade forger.—*John Chapman*, sen., Sheffield, saw-handle maker.—*Thos. A. Pagdin*, Sheffield, saw maker.—*W. W. Pagdin*, Sheffield, saw maker.—*Chas. Whitaker*, Rawmarsh, near Sheffield, file smith.

FRIDAY, SEPTEMBER 23.

## DECLARATION OF INSOLVENCY.

HENRY THOMAS HARRISON, Tavistock-row, Covent-garden, hotel keeper.

## BANKRUPTS.

JULIUS EWALD BEERBOHM and WILLIAM EDMUND SLAUGHTER, Fenchurch-st., merchants, Oct. 1 at 12, and Nov. 4 at 1, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Crowder & Maynard, Mansion-house-place.—Fiat dated Sept. 19.

JOHN REID, King William-st., London, chemist and druggist, Oct. 6 at 1, and Nov. 4 at 2, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Smith, 17, Basinghall-st.—Fiat dated Sept. 21.

JOHN JAMES ISELIN, St. Bennet's-place, Gracechurch-st., merchant, Oct. 6 at 12, and Nov. 4 at 2, Court of Bankruptcy: Off. Ass. Pennell; Sols. Druce & Sons, Billiter-square.—Fiat dated Sept. 22.

WILLIAM CHAPMAN and CHARLES MASON WOODYER, Hope-wharf, Wapping, coal merchants, Sept. 29 at 1, and Nov. 4 at 12, Court of Bankruptcy: Off. ass. Green; Sols. Overton & Hughes, 25, Old Jewry.—Fiat dated Sept. 22.

WILLIAM BROCKSOPP, High-st., Southwark, Surrey, grocer and cheesemonger, Sept. 29 at 12, and Nov. 4 at 11, Court of Bankruptcy: Off. ass. Gibson; Sols. Bennett & Bolding, 9, Scots-yard, Cannon-st.—Fiat dated Sept. 20.

JONATHAN THOMPSON, Oxford-street, and Chislehead, dealer in paper hangings, Sept. 29 and Nov. 4 at 2, Court of Bankruptcy: Off. ass. Green; Sols. Mayhew & Co., 26, Carey-st., Lincoln's-inn.—Fiat dated Sept. 22.

WEST HENRY PARKES, Birmingham, hosier and lace-man, Oct. 6 at 2, and Nov. 4 at 1, Court of Bankruptcy: Off. ass. Gibson; Sols. Reed & Shaw, Friday-street.—Fiat dated Sept. 20.

SANDERS CHEW, Clipston, Northamptonshire, flour and malt dealer, Oct. 8 at 10, and Nov. 4 at 1, Ram Hotel, Northampton: Sols. Andrews, Market Harborough; Bridges & Mason, 23, Red Lion-square.—Fiat dated Sept. 19.

## MEETINGS.

*Jas. Nutter* and *Wm. Elliston*, Cambridge, brewers, Oct. 10 at 10, Red Lion Inn, Cambridge, pr. d.—*Joseph Morson*, Manchester, hosier, Oct. 15 at 10, Commissioners'-rooms, Manchester, ch. ass.—*Caleb Robinson*, High Holborn, tailor, Sept. 29 at 11, Court of Bankruptcy, last ex.—*John Holland*, Chipping Wycombe, Buckinghamshire, cordwainer, Sept. 27 at 2, Court of Bankruptcy, last ex.—*Alf. Bouglival* and *Jos. Farrington*, Stratford, Essex, manufacturing chemists, Sept. 21 at 12, Court of Bankruptcy, last ex.—*J. Courtney*, Bristol, banker, Oct. 4 at 12, Commercial-rooms, Bristol, further ex.—*Sarah Life*, Chorlton-upon-Medlock, Lancashire, milliner, Oct. 8 at 12, Commissioners'-rooms, Manchester, last ex.—*John Clarence* and *Jos. G. Chaldecott*, Abchurch-yard, London, coffee dealers, Oct. 17 at 1, Court of Bankruptcy, and ac.; at half-past 1, div.—*Thomas Seddon* and *George Seddon*, Calthorpe-place, Gray's-inn-road, upholsterers, Oct. 17 at 2, Court of Bankruptcy, and ac.; at half-past 2, div. sep. est. of *Thos. Seddon*.—*Wm. Crosby*, *Benj. Valentine*, and *Benj. White*, Houndsditch and Leadenhall-st., and Birmingham, hardwaremen, Oct. 17 at 11, Court of Bankruptcy, and ac.; at half-past 11, div.—*Ben Wrigley*, Horest, Saddleworth, Yorkshire, woollen-cloth manufacturer, Oct. 18 at 3, Commissioners'-rooms, Manchester, and ac.—*Edmund Arrowsmith*, Burnley, Lancashire, mercer, Oct. 18 at 1, Bull Inn, Burnley,



aud. ac.—*Jos. Bradbury and Ralph Bradbury*, Greenacres-moor, Oldham, Lancashire, cotton spinners, Oct. 15 at 10, Commissioners'-rooms, Manchester, div. joint est.; at 11, aud. ac.; Oct. 17 at 10, div.; at 11, aud. ac. sep. est. of *Joseph Bradbury*; Oct. 18 at 10, div.; at 11, aud. ac. sep. est. of *R. Bradbury*.—*Hen. W. Hobhouse, Johnson Phillott, and Chas. Louder*, Bath, bankers, Oct. 15 at 11, English's, Bath, aud. ac.; at 1, div. sep. est. of *H. W. Hobhouse*; Oct. 17 at 11, aud. ac.; at 1, div. sep. est. of *J. Phillott*; Oct. 22 at 11, aud. ac.; at 1, div. sep. est. of *C. Louder*.—*John Bridges and James Dew*, Bristol, brewers, Oct. 18 at 1, Commercial-rooms, Bristol, aud. ac. sep. est. of *John Bridges*; Oct. 25 at 1, fin. div.—*John Frankland and Th. Frankland*, Liverpool, merchants, Oct. 18 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Alf. Webb*, Liverpool, carpet seller, Oct. 24 at 11, Commissioners'-rooms, Manchester, aud. ac.—*J. Bainbridge*, Richmond, Yorkshire, ironfounder, Oct. 15 at 10, King's Head Inn, Richmond, aud. ac.—*Thos. Boler*, Lincoln, miller, Oct. 20 at 12, Ram Hotel, Newark-upon-Trent, aud. ac.—*J. Massey*, Habergham-eaves, near Burnley, Lancashire, worsted spinner, Oct. 18 at 11, Court-house, Burnley, aud. ac.—*John Thomson and Rob. Thomson*, Liverpool, merchants, Oct. 15 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div. sep. est. of *R. Thomson*; at 2, joint est.—*Godwin Pile Kenman and Aug. Samson*, Manchester, calico printers, Oct. 15 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac. sep. est. of *G. P. Kenman*.—*John Martyn and Thos. Moody*, Newcastle-upon-Tyne, linen drapers, Oct. 17 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*Jas. V. Storey*, Newcastle-upon-Tyne, linen draper, Oct. 17 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 1, fin. div.—*Anthony Guy*, Chippenham, Wiltshire, money scrivener, Oct. 18 at 11, White Lion Inn, Bath, aud. ac.—*John Matthews*, Ledbury, Herefordshire, builder, Oct. 17 at 11, Feathers Inn, Ledbury, aud. ac.; at 12, first and fin. div.—*Betty Fell*, Sharples, Lancashire, Nov. 1 at 2, Swan Hotel, Bolton-le-Moor, aud. ac.; at 3, div.—*Wm. Parker and Wm. Smith*, Worcester, money scriveners, Oct. 17 at 12, Unicorn Inn, Worcester, aud. ac. and fin. div.—*H. Hildyard and R. Hildyard*, Brigg, Lincolnshire, wine merchants, Oct. 25 at 11, Angel Inn, Brigg, aud. ac.; at 12, fin. div.—*G. Rudston*, Kingston-upon-Hull, woollen draper, Oct. 22 at 10, George Inn, Kingston-upon-Hull, aud. ac.; at 11, fin. div.—*F. Bayntun*, Bath, dentist, Oct. 15 at 10, Castle and Ball Inn, Bath, aud. ac.; at 11, div.—*John Byng*, sen., Kegworth, Leicestershire, hop merchant, Oct. 17 at 2, aud. ac.; at 3, div.—*George Barnard*, Portsea, Hampshire, coal merchant, Oct. 17 at 6, George Inn, Portsmouth, aud. ac.; at 7, fin. div.—*John Taylor*, Willowholme, Carlisle, Cumberland, miller, Oct. 27 at 11, Bush Inn, Carlisle, aud. ac.; at 1, div.—*Wm. Hartley*, Colne, Lancashire, grocer, Oct. 15 at 12, Town-hall, Preston, aud. ac. and div.—*E. E. Day*, Bristol, surgeon, Oct. 14 at 12, Commercial-rooms, Bristol, aud. ac.; Oct. 18 at 12, fin. div.—*Edward Sheppard*, sen., and *Edward Sheppard*, jun., Uley, Gloucester, clothiers, Oct. 25 at 11, Old Bell Inn, Dursley, aud. ac.; Oct. 26 at 11, fin. div. sep. est. *E. Sheppard*, sen.—*Wm. Rich*, Wigan, and *W. Rich*, Leigh, Lancashire, joiners, Oct. 13 at 10, Swan Inn, Bolton, aud. ac.; at 11, div. joint and sep. est.—*T. Porter*, Liverpool, egg merchant, Oct. 21 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*John Gibson*, Kingston-upon-Hull, corn merchant, Nov. 10 at 11, George Inn, Kingston-upon-Hull, aud. ac.; at 12, div.—*David Bolton*, Kingston-upon-Hull, corn merchant, Nov. 1, at 11, George Inn, Kingston-upon-Hull, aud. ac.; at 12, div.—*John Ware*, Tiverton, Devonshire, tanner, Oct. 25 at 12, Old London Inn, Exeter, aud. ac.; at 1, fin. div.—*Evan Jones*, Liverpool, grocer, Oct. 28 at 12, Clarendon-rooms, Liverpool, aud. ac. and div.—*M. Newby*, Northampton, merchant, Oct. 18 at 10, George Hotel, Northampton, aud. ac.; at 11, fin. div.—*Richard Hardy and William Threlfall*, Lancaster, and *John Butterworth*, Miln-cow, near Rochdale, Lancashire, cotton spinners, Oct. 15 at 3, Commissioners'-rooms, Manchester, pr. d.; at 4, div.; Nov. 3 at 3, aud. ac.; at 4, pr. d. and div.—*J. P. Brandstrom* and *Wm. J. Thompson*, Kingston-upon-Hull, and Great Grimsby, Lincolnshire, commission merchants, Oct. 21 at 10, George Inn, Kingston-upon-Hull, aud. ac.; at 11, fin. div. sep. est. *J. P. Brandstrom*; at 11, aud. ac.; at 12, fin. div. joint est.—*Jos. Walker*, *Rich. Ackroyd*, and *Edw. Autey*, Leeds, stuff merchants, Oct. 18 at 12, Commissioners'-rooms, Leeds, p. d. and aud. ac.; at half-past 12, div. sep. est. *E. Autey*; at half-

past 1, fin. div. joint est.—*George Womack*, Leeds, cloth merchant, Oct. 18 at 10, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 11, fin. div.—*J. G. Bond*, Great Yarmouth Norfolk, draper, Oct. 17 at 1, Star Tavern, Gt. Yarmouth, aud. ac.; at 2, div.—*Robert Martin*, Beccles, Suffolk, carpenter, Oct. 17 at 10, King's Head Inn, Beccles, aud. ac.; at 11, fin. div.—*J. Baldwin*, Edgbaston, near Birmingham, wire drawer, Oct. 18 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*James Weldon*, Kidderminster, Worcestershire, and Bell's-buildings, Salisbury-sq., London, feather merchant, Oct. 15 at 12, Black Horse Inn, Kidderminster, aud. ac.; at 1, fin. div.—*Wm. Gaudern*, Earl's Barton, Northamptonshire, fellmonger, Oct. 15 at 10, Jeffery's, Northampton, fin. div. and aud. ac.—*John Walmsley and Wm. Walmsley*, Heaton Norris, Manchester, cotton spinners, Oct. 15 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*J. Johnson*, Muncaster, quilting manufacturer, Oct. 17 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*George Jackson*, Birmingham, timber merchant, Oct. 14 at 2, Waterloo-rooms, Birmingham, aud. ac.; at 3, fin. div.—*Wm. Belton*, Deeping St. James, Lincolnshire, draper, Oct. 17 at 12, Standwell's Hotel, Stamford, aud. ac. and first and fin. div.—*Saml. Clough and W. T. Clough*, Eccleston, Lancashire, alkali manufacturers, Nov. 1 at 12, Clarendon-rooms, Liverpool, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Oct. 14.*

*John Early*, jun., Hailey, and Witney, Oxfordshire, girls-web manufacturer.—*Henry Gray Kellock and Adam D. Kellock*, Liverpool, broker.—*Christopher Brayshaw*, Great Castle-street, Regent-street, tailor.—*Jas. Hargreaves*, Farnhill-hall, Kildwick, Yorkshire, worsted-spinner.

#### SCOTCH SEQUESTRATIONS.

*John Graham and Robt. Mailer*, South Bridgend, Crief, millers.—*James Small & Co.*, Kirkcaldy, meat preservers.—*Donald Stewart*, Tain, writer and insurance-broker.—*Benjamin Sutherland*, sen., Limekilns, Fifeshire, fish curer.—*Robt. Neil*, Edinburgh, merchant.—*John Murray*, Paisley, manufacturer.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Thursday, Oct. 13, at 9.*

*John Franks*, Basing-place, Waterloo-bridge-road, Surrey, surgeon.—*Edwin Mansfield*, South-st., Finsbury-market, tailor.—*Samuel Ormes*, Upper Islington-terrace, Cloudeley-square, Islington, stock-jobber.—*John Turner*, Wood-street, Cheapside, warehouseman.—*Geo. Wm. Tulkin*, Frances-st., Newington, Surrey, teacher of music.—*Thos. Corman*, Giltspur-street, ironmonger.—*John Sheldermine*, Fulwood-st., Holborn, shopkeeper.—*Hen. Thos. Archer*, Wine Office-court, Fleet-street, attorney at law.—*Richard Robertson*, Homerton, tailor.—*Hen. Adams Newman*, Wellington-place, Stepney, general shopkeeper.—*George Tinnant*, Essex-street, Whitechapel, shopman to a furrier.—*John Harrison*, Ording-bury, Northamptonshire, chair maker.

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John Richards & Co., Law Booksellers, 194, Fleet-Street.

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# The Jurist

No. 299.

LONDON, OCTOBER 1, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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LONDON, OCTOBER 1, 1842.

THE subject of costs in actions at law, simple as it may at first appear, has always been attended with some intricacy. And this appears to have been caused by the Legislature losing sight of the real principle upon which the recovery of the costs of a legal proceeding rests, and using the power of awarding costs for other than its legitimate purpose. The rules of equity and common sense undoubtedly require that the person who inflicts an injury upon another should make full compensation; and where, in order to obtain it, the injured party is obliged to incur any expense, that the compensation should include it. And it is therefore easily understood why the law of England very early provided, that an unsuccessful party in an action should pay his opponent's costs. So far the law rested on true grounds; but it soon being found that the payment of the costs was, in many instances, the most serious result of failing in an action, the idea seems to have suggested itself, that it might be used in some way to regulate litigation. In certain cases therefore, although the law would not go so far as to prohibit an injured party from seeking redress, yet, as it thought the injury of such a nature as not to call for its interposition, it discouraged any application to it by not giving the costs. On this principle the various acts of parliament were passed which have controlled the right to recover costs in actions for injuries of the nature of trespasses. The policy of such enactments is questionable; and, in fact, they have, partly perhaps by reason of the construction put upon them by the judges, become very clumsy contrivances for obtaining the desired end.

Another class of cases is those in which, when there are two modes of obtaining redress, the injured party selects the more expensive; and there the power of awarding costs has been very properly rendered subservient to the purpose of making the cheaper remedy to

be adopted. Of this nature are the cases of county courts and courts of conscience, and the plaintiff who seeks the expensive tribunal has not the excuse that exists in the instances before alluded to, that no other door is open to him. In them he must altogether relinquish his claim,—in these he need only enforce it by another mode. The only objection therefore in the last class of cases is the want of uniformity arising from the numerous local acts, each perhaps containing a different provision.

Hitherto we have mentioned instances in which the right to seek redress for an injury has been interfered with as regards the costs only; and of the latter of them few will question the propriety. There are others, however, where, not only has the right to costs been made a sort of regulating valve, but various advantages have been given to one of the parties for the sole purpose of discouraging his opponent. Of this sort are the provisions in various acts of parliament, of both a public and private nature, relating to the recovery of double, treble, or other costs, pleading the general issue and giving any special matter in evidence under it, and giving notice of action. These are the guards with which the Legislature has surrounded certain favoured individuals called justices, constables, &c., who are supposed to be peculiarly liable to be oppressed by vexatious litigation. Whether this be so or not we will not stop to inquire. There are many probably who would say, that the oppression is more likely to proceed from, than be inflicted upon them, and that persons possessing the power of mischief which they do ought not to have any immunities beyond what the law gives to other individuals.

If, indeed, the giving double and treble costs was intended to check vexatious actions, the practice which prevailed with respect to the computation of them went far to nullify its operation. That was, as our readers are no doubt aware, not to give three times the taxed

costs, but to add to them first a half and then a half of that, thus making what the law called treble costs fall short of what was actually double costs. But if this law of costs had for its purpose the imposing a sort of penalty upon a vexatious plaintiff, and giving to an official defendant some compensation for having an action brought against him, we must seek another reason for the privilege of being exempted from the ordinary rules of pleading. When the result of an action has shewn that it ought not to have been brought, it may be very well to punish the party bringing it; but to throw difficulties in the way of a plaintiff in the course of the proceedings may affect both the honest and dishonest, and can be justified only on the ground, that it is desirable to give a certain degree of immunity to persons in official situations. Before the New Rules, when the defence could generally be given in evidence under a plea of the general issue, this statutory privilege did not seem so inconsistent; but when the principle came to be fully recognised, that it was desirable that the real grounds of dispute between parties should be as much as possible disclosed by the pleadings, the anomaly was more apparent, and if it were to be continued it would be necessary to find some good reason for it.

The acts of parliament we have alluded to also required a notice to be given before commencing an action, and gave to the intended defendant a power of tendering amends for the alleged injury. Some uncertainty at first existed, and questions even now arise concerning the terms of such notices; and it has only recently been settled (*Young v. Higgon*, 6 Mee. & W. 49), contrary to previous cases, in what manner the time of giving it is to be computed; but these are evils of a slighter nature, and form no real objection to such a provision. It was to be regretted, however, that no fixed period had been at first adopted by the legislature; for scarcely two enactments were alike with respect to the time at which the notice was to be given before bringing the action. So much variety existed in this respect, that it was always necessary to consult the act itself in any particular case.

We have hitherto spoken of the law as it was until recently; we will now briefly allude to a change which has just been made.

With respect to the law of costs in actions of trespass and trespass upon the case, it is now some time since Lord Denman's Act, proceeding upon the original principle of such enactments, introduced a uniform rule concerning it. And the uncertainty also which arises from the various courts of requests acts will, probably ere the lapse of another session, be removed by the establishment throughout the country of Local Courts. But if that bill should again meet its oft-repeated fate, it would be desirable, at all events, that some uniform system should be adopted for the courts of conscience.

The preceding observations were, however, principally suggested by an act of last session intituled, "An Act to amend the Laws relating to Double Costs, Notices of Action, Limitations of Actions, and Pleas of the General Issue, under certain Acts of Parliament." By that, all provisions in public, or local and personal acts, giving double or treble or any other than usual costs between party and party, are repealed, and only the

usual costs are henceforth to be recovered. The right to plead the general issue and give any special matter in evidence without specially pleading it, is also entirely taken away. And a uniform rule is introduced with respect to the notice by requiring it to be given one calendar month at least before bringing the action. The right to tender amends remains unaltered.

It is worthy of consideration whether it would not be well in all actions for injuries of the nature of torts if not in those for breaches of contract, to require a notice of action to be given and allow a tender of amends. It is not to public officers alone that an opportunity of reparation ought to be afforded; and certain are we that many trifling actions of trespass and slander might be prevented by it; and as a defendant may now pay money into court in most actions of trespass and case, it would be but a slight step further to allow him to make and plead a tender. But as to tenders in actions against justices, it is to be observed that they differ from tenders of debts, pleas of which must be accompanied by payment into court of the sum tendered, which the plaintiff may take out, whether he admits or denies the tender, and it is essential also to the validity of such tenders that the party making them should always have been ready to pay the money. In the other cases the tender is, by the terms of the statute, to be pleaded in bar, and the refusal to accept the amends in case the jury find them to have been sufficient, is an answer to the action; nor can the plaintiff obtain them afterwards, which seems a rather unnecessary penalty. We think he ought to be allowed to have them, even after action brought, upon paying the costs of it. Another clause in the act of last session prescribes two years, or in case of continuing damage one year, as the period within which actions of the nature alluded to are to be brought, and thus, in this respect also, introduces a uniform period of limitation.

Such are the provisions of an act which, although it has attracted less notice in its way through parliament than some others, must be regarded as a decided improvement of the law; and having called the attention of our readers to it, we will only again remind them that the case of *Young v. Higgon* (6 Mee. & W. 49) introduces a new rule for computing the time of giving the notice of action, which should be carefully noted in connexion with the statute.

## Reviews.

*Supplement to the Third Edition of a Treatise on Copyhold, Customary Freehold, and Ancient Demesne Tenures, and on the Jurisdiction of Courts Baron and Courts Leet.* By JOHN SCRIVEN, Esq., Squire at Law. [H. Butterworth, 1842.]

The object of a volume of this nature requires only that the decisions and enactments which have occurred since the publication of the principal work should be briefly and accurately stated. As the same arrangement must be followed, we do not look for any merit in that respect, nor does the nature of such works admit in general of any lengthened dissertations, which might display the ability of the author as a writer. In the present instance, indeed, that was unnecessary, the

agents and learning of Serjeant Scriven being already well known. With respect to the work before us, although we cannot of course undertake to say that every decision has been noticed, we have no hesitation in pronouncing, that the author will be considered, to use his own words, to have redeemed the pledge given in his advertisement to the second volume of the third edition of his *Treatise on Copyholds*. The greater portion of a nature which does not admit of extracts, but the changes made in the law by the *Enfranchisement Act* have led to some observations, which are deserving of some particular notice—

"The principal feature of the first division of the late *COMMUTATION AND ENFRANCHISEMENT Act*, 4 & 5 Vict. c. 35, is the provision made for converting arbitrary fines on admission to copyhold and customary-hold lands, into fines certain and small, with a compensation to the lord of the manor, in reference to the reduced amount of the admission fines, and the extinction of quit-rents, rents of assize, &c., and of heriots, and of the lord's proprietary interest in timber, and any other manorial rights agreed to be commuted, by means of a yearly rent-charge, to be valued, and (when exceeding 20s.) to be variable according to the price of corn, as in the case of a tithe commutation rent-charge."

"The annexation of the proprietary interest of the lord of the manor in timber growing on copyhold or customary-hold lands, to the possessory interest therein of the tenant, was not the least important object of the first division of the late *Commutation and Enfranchisement Act*; and although the act has not varied the relative rights of lords and tenants in such timber, yet, as it has possessed the lords and tenants (such tenants not being less than three-fourths in number, and their interest not being less than three-fourths of the interest in the value of the land, estimated by the rule laid down in the 17th section, and the lord's interest not being less than three-fourths of the interest in the value of the manor), present at a meeting convened under the 13th section, to make an agreement for the general commutation of the lord's rights in 'rents,' 'fines,' and 'heriots,' and in 'timber,' to bind absent and non-consenting tenants, (such agreement being confirmed by the commissioners, see sect. 23), it is probable that a commutation of the lord's proprietary right in timber will, in most manors, be effected, and thereby the general improvement of the copyhold and customaryhold property be facilitated."

"In all cases where, previously to the above statute, an enfranchisement of copyholds or customaryholds could have been effected by lords of manors seized absolutely in fee, or by trustees under the usual powers contained in settlements and wills, the enfranchisement may now be accomplished under the powers of the act by persons seized of the manor for life, or other particular interest, only with the consent of the commissioners, and giving notice to the party entitled to the next estate of inheritance in remainder or reversion, or, if under the disability of infancy, coverture, lunacy, &c., then to his or her guardian, husband, committee, or trustee, when known or ascertained, and when not so, then to some person to be nominated for that purpose by the commissioners."

Before leaving the book, we cannot refrain from remarking, that we observed in more than one place some rather commendatory remarks upon an Analysis of the Act, by John Scriven, Esq., Barrister at Law, which we think good taste would have suggested the propriety of omitting. As yet we have only spoken of the author's part of this work; but we feel bound to take the

present opportunity of protesting against the manner in which it has been published. It adds another to the numerous instances of the extortion practised by some publishers. The profession has too much reason to complain of the high price which is in general charged for law books; and if ever there was a case in which good faith required that moderation should be shewn, it is in the publication of a supplement. The purchasers of the original work, perhaps at a high price, have been induced to become so partly by the expectation of a supplement, without which it is of small value; and nothing can be more unfair than to take advantage of their situation, and charge exorbitantly for it. Whoever looks at the present publication will be struck by its high price, and the studious manner with which a very wide margin and other arts of the printer are used to give a semblance of fairness. Acts of parliament which are in the hands of every person likely to make use of the work, are printed at length; and the *Enfranchisement Act*, already fully stated in the body of it, occupies fifty pages of the Appendix. We console ourselves, however, with the thought, that the evil of such a practice, which must discourage the purchase of books that are likely soon to require a supplement, will in the end cause its own cure. But it is, nevertheless, every body's duty and interest to set themselves steadily and earnestly against it.

## PUBLIC GENERAL STATUTES.

5 & 6 VICTORIA.—SESSION 2.

(Continued from p. 349.)

### CAP. CXVII.

An Act to amend and continue until the 1st day of October, 1842, the Acts regulating the Police of Manchester, Birmingham, and Bolton. — [12th August, 1842.]

### CAP. CXVIII.

An Act for guaranteeing the Payment of the Interest on a Loan of 1,500,000*l.* to be raised by the Province of Canada. — [12th August, 1842.]

### CAP. CXIX.

An Act to enable Her Majesty to grant Furlough Allowances to the Bishops of Calcutta, Madras, and Bombay who shall return to Europe for a limited Period after residing in India a sufficient Time to entitle them to the highest Scale of Pension. — [12th August, 1842.]

### CAP. CXX.

An Act for amending the Constitution of the Government of Newfoundland. — [12th August, 1842.]

### CAP. CXXI.

An Act to apply a Sum out of the Consolidated Fund, and certain other Sums, to the Service of the Year 1842, and to appropriate the Supplies granted in this Session of Parliament. — [12th August, 1842.]

### CAP. CXXII.

An Act for the Amendment of the Law of Bankruptcy. — [12th August, 1842.]

Whereas it is expedient to amend the law of bankruptcy: And whereas by an act passed in the 1 & 2 Will. 4, [c. 56], intituled "An Act to establish a Court in Bankruptcy," various alterations were made in the administration of the law of bankruptcy, which have by experience been found beneficial, and it is advisable to extend the provisions and regulations contained in the said act; Be it therefore enacted &c., That the provisions of this act, unless where otherwise herein specially provided, shall commence and take effect from and after the 11th day of November next.

2. That all laws, statutes, and usages shall be and the same are hereby repealed, in so far as they may be inconsistent or at

variance with the provisions of this act: Provided always, that the same shall continue in force in all other respects whatsoever.

3. That in every case of a petition for the issue of a fiat in bankruptcy, it shall be lawful for the Lord Chancellor to dispense, if he shall think fit, with the bond now required to be given to him by the petitioning creditor, conditioned for proving his debt, and for proving the party to have committed an act of bankruptcy at the time of issuing such fiat, and for proceeding upon such fiat; and in such case it shall be lawful to issue the fiat without any such bond having been given.

4. That every fiat in bankruptcy granted after the commencement of this act shall, after the granting of such fiat, be forthwith issued and transmitted by the Lord Chancellor's secretary of bankrupts, in such manner, and at such cost, as the Lord Chancellor by any general or other order shall direct, to the court to which such fiat shall be directed under and by virtue of the powers of any act now in force or of this act, and shall be forthwith opened, unless such court shall in its discretion think fit to postpone the opening of such fiat: Provided always, that if such fiat shall not be opened by the petitioning creditor within three days after it shall have been so transmitted, or within such extended time as shall be allowed by the said court, such court is hereby authorized to open such fiat, at any time within fourteen days then next following, upon the application of any other creditor to the amount required by this act to constitute a petitioning creditor, and to adjudicate thereon, upon the proof of the debt of such creditor, and of the other requisites to support such fiat; Provided always, that no such fiat shall be issued to the petitioning creditor, or his attorney or agent.

5. That whenever any fiat in bankruptcy shall have issued against any person, and it shall be proved to the satisfaction of the court authorized to act in the prosecution of such fiat that there is probable cause for believing that such person is about to quit England, or to remove or conceal any of his goods or chattels, with intent to defraud his creditors, unless he be forthwith apprehended, it shall be lawful for such court to issue a warrant, directed to any person or persons such court shall think fit, whereby such person or persons shall have authority to arrest the person named in such fiat by his body, and also to seize his books, papers, monies, securities for monies, goods, and chattels, wheresoever he or they may be found, and him and them safely keep until the expiration of the time allowed for opening such fiat, or until such person shall be adjudged bankrupt under such fiat, and be thereon dealt with under such fiat, according to the laws relating to bankrupts.

6. That it shall be lawful for any person arrested upon any such warrant, or for any person whose books, papers, monies, securities for monies, goods, or chattels have been seized under any such warrant, to apply at any time after such arrest or seizure to such court for an order or rule on the petitioning creditor named in such fiat to shew cause why the person arrested should not be discharged out of custody, or why his books, papers, monies, securities for monies, goods and chattels should not be delivered up to him; and that it shall be lawful for such court to make absolute or discharge such order or rule, and to direct the costs of the application to be paid by either party; provided that any such order may be discharged or varied by the Court of Review, on application made thereto by either party dissatisfied with such order.

7. That no person shall be liable to become bankrupt by reason of any act of bankruptcy committed more than twelve months prior to the issuing of any fiat in bankruptcy against him.

8. That no fiat in bankruptcy shall be deemed invalid by reason of any act of bankruptcy of the person against whom the adjudication of bankruptcy thereunder shall be made having been concerted or agreed upon between the bankrupt and any creditor or other person, save and except where any petition to supersede or annul a fiat for any such cause shall have been already presented, and shall be now pending.

9. That the amount of the debt or debts of any creditor or creditors petitioning for a fiat in bankruptcy shall hereafter be as follows; that is to say, the single debt of such creditor or of two or more persons being partners petitioning for the same shall amount to 50*l.* or upwards, and the debt of two creditors so petitioning shall amount to 70*l.* or upwards, and the debt of three or more creditors so petitioning shall amount to 100*l.* or

upwards; and that every person who has given credit to a trader upon valuable consideration for any sum payable at certain time, which time shall not have arrived when such trader committed an act of bankruptcy, may so petition or join in petitioning as aforesaid, whether he shall have had any security in writing for such sum or not.

10. That all livery-stable keepers, coach-proprietors, curriers, ship-owners, auctioneers, apothecaries, market-gardeners, cow-keepers, brick-makers, alum-makers, lime-burners and millers shall be deemed traders, and subject and liable as traders to this and to the other statutes relating to bankrupts.

11. That if any creditor of any trader, within the meaning of this or any other statute relating to bankrupts now or hereafter to be in force, shall file an affidavit in the court authorized as hereinafter provided to act in the prosecution of fiats in bankruptcy in the district (to be described as hereinafter mentioned) in which such debtor shall reside, or in the Court of Bankruptcy, if such debtor shall not reside in any such district in the form specified in schedule hereunto annexed, (A. No. 1.) of the truth of his debt, and of the debtor, as he verily believes, being such trader as aforesaid, and of the delivery to such trader, personally, of an account in writing of the particulars of his demand, with a notice thereunder requiring immediate payment thereof, in the form specified in the said schedule (A. No. 2), it shall be lawful for the court in which such affidavit shall be filed, as the case may be, to issue a summons in writing, in the form specified in the said schedule, (A. No. 3) calling upon such trader to appear before such court, and stating in such summons the purpose for which such trader is called upon by such summons to appear as hereinafter provided.

12. That upon the appearance of any such trader so summoned as aforesaid, it shall be lawful for such court to require such trader to state whether or not he admits the demand of such creditor so sworn to as aforesaid, or any and what part thereof, and if such trader shall admit such demand or any part thereof to reduce such admission into writing, in the form specified in the schedule hereunto annexed (B. No. 1), and such admission so reduced into writing such trader is hereby required to sign, and the same is thereupon to be filed in such court; and it shall also be lawful for such court to allow such trader upon his said appearance to make a deposition upon oath, in writing under his hand, to be filed in such court, in the form specified in the said schedule (B. No. 2), that he verily believes he has a good defence to the said demand, or to some and what part thereof.

13. That if any such trader so summoned as aforesaid shall not come before such court at the time appointed (having no lawful impediment made known to and proved to the satisfaction of the court at the said time, and allowed), or if any such trader, upon his appearance to such summons as aforesaid, or at any enlargement or adjournment thereof, (as the case may be), shall refuse to admit such demand, and shall not make a deposition, in the form hereinbefore mentioned, that he believes he has a good defence to such demand, then and in either of the said cases, if such trader shall not, within fourteen days after personal service of such summons, or within such enlarged time as may be granted to him in that behalf, pay, secure, or compound for such demand to the satisfaction of such creditor, or enter into a bond, in such sum and with two sufficient sureties as such court shall approve of, to pay such sum as shall be recovered in any action which shall have been brought or shall thereafter be brought for the recovering of the same, together with such costs as shall be given in such action, every such trader shall be deemed to have committed an act of bankruptcy on the fifteenth day after service of such summons, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such affidavit.

14. That if any such trader so summoned as aforesaid upon his said appearance shall sign an admission of such demand in the form aforesaid, and shall not within fourteen days next after the filing of such admission pay, or tender and offer to pay, to such creditor the amount of such demand, or secure or compound for the same to the satisfaction of the creditor, every such trader shall be deemed to have committed an act of bankruptcy on the fifteenth day after the filing of such admission, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such affidavit.

15. That if any such trader so summoned as aforesaid shall upon his said appearance sign an admission for part only of such demand in the form aforesaid, and shall not make a deposition in the form hereinbefore required that he believes he has a good defence to the residue of such demand, then and in such case, if such trader, as to the sum so admitted, shall not, within fourteen days next after the filing of such admission, pay, or tender and offer to pay, to such creditor the sum so admitted, or secure or compound for the same to the satisfaction of the creditor, and as to the residue of such demand shall not, within fourteen days after personal service of such summons, or within such enlarged time as may be granted to him in that behalf, pay, secure, or compound for the same to the satisfaction of such creditor, or enter into a bond, in such sum and with two sufficient sureties as such court shall approve of, to pay such sum as shall be recovered in any action which shall have been brought or shall thereafter be brought for the recovery of the same, together with such costs as shall be given in such action, every such trader shall be deemed to have committed an act of bankruptcy on the fifteenth day after service of such summons, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such affidavit.

16. That if any such trader so summoned as aforesaid shall, upon his appearance before such court, refuse to sign the admission in that behalf required as aforesaid, whatever may be the nature of his statement, or whether he makes any statement or not, it shall be deemed, for the purposes of this act, that every such trader thereby refuses to admit such demand: Provided always, that it shall be lawful for such court, upon reasonable cause shewn, to enlarge the time for calling upon such trader to state whether or not he admits such demand, or any part thereof, and for entering into such bond, or for either of such matters, for such time as such court shall think fit.

17. That an admission of any debt made after such summons as aforesaid, and signed by any such trader elsewhere than before such court, may be filed in such court, and shall be of the same force and effect to all intents and purposes as an admission signed by such trader so summoned as aforesaid on his appearance in such court, provided there be present some attorney of one of her Majesty's superior courts of law on behalf of such trader, expressly named by him and attending at his request, to inform him of the effect of such admission before the same is signed by such trader; and provided also, that such attorney do subscribe his name thereto as a witness to the due execution thereof, and in such attestation declare himself to be attorney for the said trader, and state therein that he subscribes as such attorney, and that such admission shall be made in the form of Schedule (C.) hereunto annexed.

18. That where any trader against whom an affidavit of debt is filed as aforesaid shall be summoned to appear before the court in which such affidavit shall be filed, as the case may be, every such trader shall have such costs and charges as such court in its discretion shall think fit.

19. That in every action brought after the commencement of this act, wherein any such creditor is plaintiff and any such trader is defendant, and wherein the plaintiff shall not recover the amount of the sum for which he shall have filed an affidavit of debt under the provisions of this act, such defendant shall be entitled to costs of suit, to be taxed according to the custom of the court in which such action shall have been brought, provided that it shall be made appear to the satisfaction of the court in which such action is brought, upon motion to be made in court for that purpose, and upon hearing the parties by affidavit, that the plaintiff in such action had not any reasonable or probable cause for making such affidavit of debt in such amount as aforesaid, and provided such court shall thereupon, by a rule or order of the same court, direct that such costs shall be allowed to the defendant; and the plaintiff shall, upon such rule or order being made as aforesaid, be disabled from taking out any execution for the sum recovered in any such action, unless the same shall exceed, and then in such sum only as the same shall exceed, the amount of the taxed costs of the defendant in such action; and in case the sum recovered in any such action shall be less than the amount of the costs of the defendant to be taxed as aforesaid, that then the defendant shall be entitled, after deducting the sum of money recovered by the plaintiff in such action from the amount of his costs so to be taxed as aforesaid, to take out execution for such costs in like manner as a defendant may now by law have execution for costs in other cases.

20. That if any plaintiff shall recover judgment in any action personal for the recovery of any debt or money demand, in any of her Majesty's courts of record, against any such trader, and shall be in a situation to sue out execution upon such judgment, and there be nothing due from such plaintiff by way of set-off against such judgment, and such trader shall not, within fourteen days after notice in writing personally served upon him requiring immediate payment of such judgment debt, pay, secure, or compound for the same to the satisfaction of such plaintiff, he shall be deemed to have committed an act of bankruptcy on the fifteenth day after service of such notice: Provided always, that if such execution shall in the mean time be suspended or restrained by any rule, order, or proceeding of any court of justice having jurisdiction in that behalf, no further proceeding shall be had on such notice, but that it shall be lawful nevertheless for such plaintiff, when he shall again be in a situation to sue out execution on such judgment, to proceed again by notice in manner before directed.

21. That if any decree or order shall be pronounced in any cause depending in any court of equity, or any order shall be made in any matter of bankruptcy or lunacy, against any such trader, ordering such trader to pay any sum of money, and such trader shall disobey such decree or order, the same having been duly served upon him, the person entitled to receive such sum under such decree or order, or interested in enforcing the payment thereof pursuant thereto, may apply to the court by which the same shall have been pronounced to fix a peremptory day for the payment of such money, which shall accordingly be fixed by an order for that purpose; and if such trader, being personally served with such last-mentioned order fourteen days before the day therein appointed for payment of such money, shall neglect to pay the same, he shall be deemed to have committed an act of bankruptcy on the fifteenth day after the service of such order.

22. That if any such trader shall file in the office of the Lord Chancellor's secretary of bankrupts a declaration in writing (in the form of Schedule (D.) hereunto annexed), signed by such trader, and attested by an attorney or solicitor, that he is unable to meet his engagements, every such trader shall be deemed thereby to have committed an act of bankruptcy at the time of filing such declaration, provided a fiat in bankruptcy shall issue against such trader within two months from the filing of such declaration: and a copy of such declaration, purporting to be certified by the said secretary or his clerk as a true copy, shall be received as evidence of such declaration having been filed.

23. That before notice of any adjudication of bankruptcy under any fiat in bankruptcy issued after the commencement of this act shall be given in the London Gazette, and at or before the time of putting in execution any warrant of seizure which shall have been granted upon such adjudication, a duplicate of such adjudication shall be served on the person so adjudged bankrupt personally, or by leaving the same at the usual place of abode or place of business of such person, and that such person shall be allowed five days from the service of such duplicate to shew cause to the court authorized to act in the prosecution of the fiat under which such adjudication shall have been made, against the validity of such adjudication; and that if such person shall within the time hereby allowed in that behalf shew to the satisfaction of such court that the petitioning creditor's debt, trading, and act of bankruptcy upon which such adjudication shall have been grounded, or that any or either of such matters, are insufficient to support such adjudication, and upon such shewing no other creditor's debt, trading, and act of bankruptcy sufficient to support such adjudication, or such of the said last-mentioned matters as shall be requisite to support such adjudication in lieu of the petitioning creditor's debt, trading, and act of bankruptcy, or any or either of such matters which shall be deemed insufficient in that behalf, as the case may be, shall be proved to the satisfaction of such court, such court shall thereupon cause a memorandum in writing to be filed with the proceedings under such fiat that such adjudication is annulled, and the same shall thereby be annulled accordingly; but if at the expiration of the said time no cause shall have been shewn to the satisfaction of such court for the annulling of such adjudication, such court shall forthwith, after the expiration of such time, cause notice of such adjudication to be given in the London Gazette, and shall thereby appoint two public sittings of such court for the bankrupt to surrender and conform, the last of which sittings shall



be on a day not less than thirty days and not exceeding sixty days from such advertisement, and shall be the day limited for such surrender: Provided always, that if such person so adjudged bankrupt shall, after such adjudication, and before the expiration of the time so allowed for shewing cause as aforesaid, surrender to such fiat, and give his consent, testified in writing under his hand before such court, to such adjudication, and that the same may be advertised, such court, after such consent so given as aforesaid, shall forthwith cause notice of such adjudication to be advertised, and appoint the sittings for the bankrupt to surrender and conform in manner aforesaid; and such person so adjudged bankrupt shall be free from arrest or imprisonment by any creditor in coming to surrender, and after such surrender during the time by this act limited for such surrender, and such further time as shall be allowed him for finishing his examination until his certificate be allowed and confirmed, as such court shall from time to time, by indorsement upon the summons of such bankrupt, think fit to appoint, provided he was not in custody at the time of such surrender; and if such bankrupt shall be arrested for debt, or on any escape warrant in coming to surrender, or shall after his surrender be so arrested within the time aforesaid, he shall, on producing his summons signed as required by this act to the officer who shall arrest him, and giving such officer a copy thereof, be immediately discharged; and if any officer shall detain any such bankrupt after he shall have shewn such summons to him, such officer shall forfeit to such bankrupt, for his own use, the sum of 5*l.* for every day he shall detain such bankrupt, to be recovered by action of debt in any court of record at Westminster, in the name of such bankrupt, with full costs of suit; and it shall be lawful for the court authorized to act in the prosecution of such fiat, at the time appointed for the last examination of the bankrupt, or any enlargement or adjournment thereof, to adjourn such examination sine die; and in such case he shall be free from arrest or imprisonment for such time not exceeding three months as such court shall from time to time by indorsement upon the summons of such bankrupt appoint, with like penalty upon any officer detaining such bankrupt after having been shewn such summons.

24. That if the bankrupt shall not, (if he were within the United Kingdom at the date of the adjudication), within twenty-one days after the advertisement of the bankruptcy in the London Gazette, or (if he were in any other part of Europe, at the date of the adjudication) within three months after such advertisement, or (if he were elsewhere at the date of the adjudication) within twelve months after such advertisement, have commenced an action, suit, or other proceeding to dispute or annul the fiat, and shall not have prosecuted the same with due diligence and with effect, the Gazette containing such advertisement shall be conclusive evidence in all cases as against such bankrupt, and in all actions at law or suits in equity brought by the assignees for any debt or demand for which such bankrupt might have sustained any action or suit had he not been adjudged bankrupt, that such person so adjudged bankrupt became a bankrupt before the date and suing forth of such fiat, and that such fiat was sued forth on the day on which the same is stated in the Gazette to bear date, saving all rights which shall have accrued to any such person as aforesaid previous to the commencement of this act, and in respect of which any proceedings shall be pending at the time of the commencement of this act, which shall be adjudged and determined as if this act had not been passed.

25. That in the event of the death of any witness deposing to the petitioning creditor's debt, trading, or act of bankruptcy, under any fiat in bankruptcy already issued or hereafter to be issued, the deposition of any such deceased witness, purporting to be sealed with the seal of the Court of Bankruptcy, or a copy thereof purporting to be so sealed, shall in all cases be receivable in evidence of the matters therein respectively contained.

26. That if the assignees commence any action or suit for any money due to the bankrupt's estate before the time allowed by this act for the bankrupt to dispute the fiat shall have elapsed, any defendant in any such action or suit shall be entitled, after notice given to the assignees, to pay the same or any part thereof into the court in which such action or suit is brought; and all proceedings with respect to the money so paid into court shall thereupon be stayed, until the time aforesaid shall have elapsed; and if within that time the bankrupt shall not have commenced such action, suit, or other proceed-

ing as aforesaid, and prosecuted the same with due diligence the money shall be paid out of court to the assignees, be otherwise shall abide the event of such action, suit, or other proceeding as aforesaid, and upon such event shall be paid out of court, either to the assignees, or the person adjudged bankrupt, as the court shall direct, and that after such payment made into court, it shall not be lawful for the person so adjudged bankrupt to proceed against the defendant for recovery of the same money.

27. That it shall be lawful for the court authorized to act in the prosecution of any fiat in bankruptcy, whenever such court shall think fit, at or after the sitting appointed for the last examination of the bankrupt named in such fiat, to audit the assignees' accounts, and to make a declaration of dividend under such fiat, subject nevertheless to such advertisement and such other provisions relating to such audits and dividends as are not required in respect to audits and dividends under bankrupt estates, except such provisions as relate to the limitation of time in any manner respecting such audits and dividends, or the appointment thereof.

28. That when any bankrupt under a fiat issued after the commencement of this act shall have been indebted at the time of issuing the fiat against him to any servant or clerk of such bankrupt in respect of the wages or salary of such servant or clerk, it shall be lawful for the court authorized to act in the prosecution of such fiat, upon proof thereof, to order so much as shall be so due as aforesaid, not exceeding three months' wages or salary, and not exceeding 30*l.*, to be paid to such servant or clerk out of the estate of such bankrupt, and such servant or clerk shall be at liberty to prove under the fiat for any sum exceeding such last-mentioned amount.

29. That when any bankrupt under a fiat issued after the commencement of this act shall have been indebted, at the time of issuing the fiat against him, to any labourer or workman of such bankrupt in respect of the wages or labour of such labourer or workman, it shall be lawful for the court authorized to act in the prosecution of such fiat, upon proof thereof, to order so much as shall be so due as aforesaid, not exceeding 40*l.*, to be paid to such labourer or workman out of the estate of such bankrupt, and such labourer or workman shall be at liberty to prove under the fiat for any sum exceeding such last-mentioned amount.

30. That in all cases where it shall be made to appear to the satisfaction of the court authorized to act in the prosecution of any fiat in bankruptcy, that there is reason to suspect and believe that property of any bankrupt is concealed in any house, premises, or other place not belonging to such bankrupt, such court is hereby directed and authorized to grant a search-warrant to any person appointed by the court in which the adjudication against such bankrupt shall have been made, and it shall be lawful for such person to execute such warrant according to the tenor thereof; and such person shall be entitled to the same protection as is allowed by law in execution of a search-warrant for property reputed to be stolen or concealed.

31. That if any person adjudged bankrupt after the commencement of this act shall at the time of his bankruptcy be a member of a firm, it shall be lawful for the court authorized to act in the prosecution of the fiat against such bankrupt to authorize the assignee, upon his application, to commence or prosecute any action at law or suit in equity in the name of such assignee and of the remaining partner, against any debtor of the partnership, and such judgment, decree, or order may be obtained therein as if such action or suit had been instituted with the consent of such partner, and if such partner shall execute any release of the debt or demand for which such action or suit is instituted such release shall be void; provided that every such partner shall have notice given him of such application, and be at liberty to shew cause against it, and, if no benefit is claimed by him by virtue of the said proceedings, shall be indemnified against the payment of any costs in respect of such action or suit, in such manner as such court upon his application shall direct; and that it shall be lawful for such court, upon the application of such partner, to direct that he may receive so much of the proceeds of such action or suit as such court shall direct.

32. That if any person adjudged bankrupt after the commencement of this act shall not, upon the day limited for the surrender of such bankrupt, and before three of the clock of such day, or at the hour and upon the day allowed him for

thinking his examination, after notice thereof in writing to be left at the usual or last-known place of abode or business of such person, or personal notice in case such person be then in prison, and notice given in the London Gazette of the issuing of the fiat, and of the sittings of the court authorized to act in the prosecution of the fiat against him, surrender himself to such court, and sign or subscribe such surrender, and submit to be examined before such court from time to time to time upon oath; or if any such bankrupt, upon such examination, shall not discover all his real and personal estate, and how, and to whom, upon what consideration, and when he disposed of, assigned, or transferred any of such estate, and all books, papers, and writings relating thereunto (except such part as shall have been really and bona fide before sold or disposed of in the way of his trade, or laid out in the ordinary expense of his family); or if any such bankrupt shall not upon such examination deliver up to the said court all such part of such estate, and all books, papers, and writings relating thereunto, as shall be in his possession, custody, or power (except the necessary wearing apparel of himself, his wife, and children); or if any such bankrupt shall remove, conceal, or embezzle any part of such estate to the value of 10*l.* or upwards, or any books of account, papers, or writings relating thereto, with intent to defraud his creditors; every such bankrupt shall be deemed guilty of felony, and be liable to be transported for life, or for such term, not less than seven years, as the court before which he shall be convicted shall adjudge, or shall be liable to be imprisoned, with or without hard labour, in any common gaol, penitentiary house, or house of correction, for any term not exceeding seven years.

33. That the court authorized to act in the prosecution of any fiat in bankruptcy shall have power, as often as such court shall think fit, from time to time, to enlarge the time for the bankrupt named in such fiat surrendering himself for such time as such court shall think fit, so as every such order be made six days at least before the day on which such bankrupt was to surrender himself.

34. That if any bankrupt shall, after an act of bankruptcy committed, or in contemplation of bankruptcy, or with intent to defeat the object of this or any other statute relating to bankrupts, and after the commencement of this act, have destroyed, altered, mutilated, or falsified any of his books, papers, writings, or securities, or made or been privy to the making of any false or fraudulent entry in any book of account or other document, with intent to defraud his creditors, every such bankrupt shall be deemed to be guilty of a misdemeanor, and being convicted thereof shall be liable to be imprisoned in any common gaol or house of correction for any term not exceeding three years, with or without hard labour.

35. That if any bankrupt shall within three months next preceding his bankruptcy, and after the commencement of this act, under the false colour and pretence of carrying on business and dealing in the ordinary course of trade, have obtained on credit from any other person any goods or chattels with intent to defraud the owner thereof, or if any bankrupt shall within the time aforesaid, with such intent, have removed, concealed, or disposed of any goods or chattels so obtained, knowing them to have been so obtained, every such person so offending shall be deemed to be guilty of a misdemeanor, and being convicted thereof, shall be liable to imprisonment for any term not exceeding two years, with or without hard labour.

36. That it shall be lawful for the court authorized to act in the prosecution of any fiat in bankruptcy issued after the commencement of this act, upon the request in writing of at least three creditors (not being partners) who shall have respectively proved debts of the amount of 50*l.* or upwards under such fiat, to direct the assignees of the bankrupt named in such fiat, if he shall be suspected of or charged with the commission of any of the offences specified in this act, to institute and carry on a prosecution of such bankrupt for such offence, and to order that the costs and expenses to be incurred in such prosecution shall be paid out of the estate and effects of the said bankrupt, and such assignees shall thereupon institute and carry on such prosecution; and in case the said assignees shall refuse or neglect to institute and carry on to conviction such prosecution, having no lawful or reasonable impediment made known to and allowed by the said court, the said court may order the same to be instituted and carried on either by the official assignee alone, or by the creditors making such request as aforesaid, as the said court may think fit.

37. That every bankrupt who shall have duly surrendered

and in all other things conformed himself to the laws in force at the time of issuing the fiat in bankruptcy against him shall be discharged from all debts due by him when he became bankrupt, and from all claims and demands made provable under the fiat, in case he shall obtain a certificate of such conformity so signed and allowed, and subject to such provisions as herein-after mentioned; and no certificate of such conformity by any such bankrupt shall release or discharge such bankrupt from such debts, claims, or demands, unless such certificate shall be obtained, allowed, and confirmed according to such provisions: Provided always, that no such certificate shall release or discharge any person who was partner with such bankrupt at the time of his bankruptcy, or was then jointly bound or had made any joint contract with such bankrupt; and provided also, that nothing herein contained shall affect the validity of any certificate allowed by the Lord Chancellor or Court of Review previous to the commencement of this act.

38. That no bankrupt shall be entitled to the certificate under this act, and that any such certificate, if obtained, shall be void, if such bankrupt shall have lost by any sort of gaming or wagering in one day 20*l.*, or within one year next preceding his bankruptcy 200*l.*, or if he shall within one year next preceding his bankruptcy have lost 200*l.* by any contract for the purchase or sale of any government or other stock, where such contract was not to be performed within one week after the contract, or where the stock bought or sold was not actually transferred or delivered in pursuance of such contract; or if such bankrupt shall, after an act of bankruptcy, or in contemplation of bankruptcy, or with intent to defeat the object of this or any other statute relating to bankrupts, have concealed, destroyed, altered, mutilated, or falsified, or caused to be concealed, destroyed, altered, mutilated or falsified, any of his books, papers, writings, or securities, or made or been privy to the making any false or fraudulent entry in any book of account or other document, with intent to defraud his creditors, or shall have concealed any part of his property; or if any person having proved a false debt under the fiat, such bankrupt being privy thereto, or afterwards knowing the same, shall not have disclosed the same to his assignees within one month after such knowledge.

39. That it shall be lawful for the court authorized to act in the prosecution of any fiat in bankruptcy already issued or hereafter to be issued, on the application of the bankrupt named in such fiat, to appoint a public sitting for the allowance of such certificate to the bankrupt named in such fiat; (whereof and of the purport whereof twenty-one days' notice shall be given in the London Gazette and to the solicitor of the assignees); and at such sitting any of the creditors of such bankrupt may be heard against the allowance of such certificate; but it shall not be requisite for such certificate to be signed by any of the creditors of such bankrupt; and such court, having regard to the conformity of the bankrupt to the laws relating to bankrupts, and to the conduct of the bankrupt as a trader before as well as after his bankruptcy, shall judge of any objection against allowing such certificate, and either find the bankrupt entitled thereto, and allow the same, or refuse or suspend the allowance thereof, or annex such conditions thereto as the justice of the case may require: Provided always, that no certificate shall be such discharge unless such court shall, in writing under hand and seal, certify to the Court of Review that such bankrupt has made a full discovery of his estate and effects, and in all things conformed as aforesaid, and that there does not appear any reason to doubt the truth or fulness of such discovery, and unless the bankrupt make oath in writing that such certificate was obtained fairly and without fraud, and unless the allowance of such certificate shall, after such oath, be confirmed by the Court of Review, against which confirmation any of the creditors of the bankrupt may be heard before such court.

40. That any contract or security made or given by any bankrupt or other person unto or in trust for any creditor, or for securing the payment of any money due by such bankrupt at his bankruptcy, as a consideration or with intent to persuade such creditor to forbear opposing or to consent to the allowance or confirmation of such certificate, shall be void, and the money thereby secured or agreed to be paid shall not be recoverable, and the party sued on such contract or security may plead the general issue, and give this act and the special matter in evidence.

41. That if any creditor of a bankrupt shall obtain any sum of money, or any goods, chattels, or security for money, from

any person, as an inducement for forbearing to oppose or for consenting to the allowance or confirmation of the certificate of such bankrupt, every such creditor so offending shall forfeit and lose for every such offence the treble value or amount of such money, goods, chattels, or security so obtained, (as the case may be), to be recovered as hereinafter provided.

42. That any bankrupt who shall, after such certificate shall have been confirmed, be arrested, or have any action brought against him for any debt, claim, or demand provable under the fiat against such bankrupt, shall be discharged upon entering an appearance, and may plead in general that the cause of action accrued before he became bankrupt, and may give this act and the special matter in evidence; and such bankrupt's certificate, and the confirmation thereof, shall be sufficient evidence of the trading, bankruptcy, fiat, and other proceedings precedent to the obtaining such certificate; and if any such bankrupt shall be taken in execution or detained in prison for such debt, claim, or demand, where judgment has been obtained before the confirmation of his certificate, it shall be lawful for any judge of the court wherein judgment has been so obtained, on such bankrupt's producing his certificate, to order any officer who shall have such bankrupt in custody by virtue of such execution to discharge such bankrupt without exacting any fee, and such officer shall be hereby indemnified for so doing.

43. That no bankrupt, after such certificate shall have been confirmed, shall be liable to pay or satisfy any debt, claim, or demand, from which he shall have been discharged by virtue of such certificate, or any part of such debt, claim, or demand, upon any contract, promise, or agreement made or to be made after the suing out of the fiat, unless such contract, promise, or agreement be made in writing signed by the bankrupt, or by some person thereto lawfully authorized in writing by such bankrupt.

44. That every bankrupt who shall have obtained his certificate under any fiat issued after the commencement of this act, if the net produce of his estate in hand shall by any order of dividend (with or without prior dividend) pay the creditors who before or at the time of making such order have proved debts under the fiat 10s. in the pound, shall be allowed and paid 5l. per centum out of such produce, provided such allowance shall not exceed 500l.; and every such bankrupt, if such produce shall (with or without prior dividend) pay such creditors 12s. 6d. in the pound, shall be allowed and paid as aforesaid 7l. 10s. per centum, provided such allowance shall not exceed 500l.; and every such bankrupt, if such produce shall (with or without prior dividend) pay such creditors 15s. in the pound or upwards, shall be allowed and paid as aforesaid 10l. per centum, provided such allowance shall not exceed 600l.; and provided always, that such allowance as aforesaid shall not be payable to any bankrupt until after the expiration of twelve months from the date of the fiat, and such allowance shall then be payable only in the event of the dividends paid to the creditors who at any time before the expiration of such twelve months shall have proved debts under the fiat being of the requisite amount in that behalf aforesaid; and if at the expiration of such time the dividends paid as aforesaid shall not amount to 10s. in the pound, it shall be lawful for the court to allow such bankrupt so much as the assignees and court shall think fit, not exceeding 300l. per centum and 300l.

45. That, in all joint fiats under which any partner shall have obtained his certificate, if a sufficient dividend shall have been paid upon the joint estate, and upon the separate estate of such partner, he shall be entitled to his allowance although his other partner may not be entitled to any allowance.

46. And whereas fiats in bankruptcy against traders residing within a limited distance from London are usually exclusively directed to the Court of Bankruptcy, and such distance may, in consequence of the increased facility of communication, be without inconvenience considerably extended; and it is expedient to make better provision for the prosecution of fiats in bankruptcy not directed to the Court of Bankruptcy; be it enacted, That every fiat in bankruptcy issued after the commencement of this act, not directed to the Court of Bankruptcy, shall be directed to such one of the courts authorized to act in the prosecution of fiats in bankruptcy in the country, as hereinafter provided, as the Lord Chancellor, or as the Master of the Rolls, one of the Vice-Chancellors, or one of the Masters of the Court of Chancery acting under any appointment of the Lord Chancellor to be given for that purpose, by such fiat may think fit to nominate, to be prosecuted in

such court, and that every such fiat shall be thereupon prosecuted in the court to which the same shall be so directed, and it shall be lawful for such court to proceed thereon in all respects as commissioners of bankrupt acting in the prosecution of a fiat in bankruptcy elsewhere than in the Court of Bankruptcy before the passing of this act, save and except as such proceeding may be altered by virtue of this act; and that in every bankruptcy prosecuted in any such court every such court shall have all the power, jurisdiction, and authority, and be subject to the duty, by any act of parliament now in force vested in or imposed upon such commissioners, in all respects as if such court were commissioners of bankrupt returned and appointed under the said recited act, save and except as may be otherwise directed by this act.

47. That every fiat in bankruptcy prosecuted in the country, and the proceedings under such fiat, or any part of such proceedings, or copies or minutes of every such fiat and proceedings, or part thereof, at such time and in such manner and form as the Lord Chancellor shall direct, shall be transmitted by the court acting in the prosecution of such fiat to the Court of Bankruptcy in London, to be there filed and kept among the records of the said court.

48. That a number of persons, not exceeding thirty in the whole, being merchants, brokers, or accountants, or persons who are or have been engaged in trade in the United Kingdom, shall be chosen by the Lord Chancellor to act as official assignees in all bankruptcies prosecuted in the country, one of which said official assignees shall in all cases be an assignee of each bankrupt's estate and effects, together with the assignee or assignees to be chosen by the creditors, such official assignee to give such security, to be subject to such rules, to be selected for such estate, and to act in such manner, as the Lord Chancellor, or as the Court of Review or Judge or any commissioners of the Court of Bankruptcy, if authorized so to do by any order of the Lord Chancellor, shall from time to time direct; and all the personal estate and effects, and the rents and profits of the real estate, and the proceeds of sale of all the estate and effects, real and personal, of every bankrupt, shall in every case be possessed and received by the official assignee alone, save where it shall be otherwise directed by the Lord Chancellor or by the court acting in the prosecution of the bankruptcy, if authorized so to do by any general or other order of the Lord Chancellor, and whether such official assignee be appointed under the provisions of the said recited act or of this act; and all stock in the public funds or of any public company, and all monies, exchequer bills, India bonds, or other public securities, and all bills, notes, and other negotiable instruments, shall be forthwith transferred, delivered, and paid by such official assignee into the Bank of England, to the credit of the accountant in bankruptcy, to be subject to such order, rule, and regulation for the keeping of the account of the said monies and other effects, and for the payment and delivery in, investment, and payment and delivery out of the same, as the Lord Chancellor, or as the Court of Review or Judge or commissioner of the Court of Bankruptcy, if authorized so to do by any order of the Lord Chancellor, shall direct; and if any such assignee shall neglect to make such transfer, delivery, or payment, every such assignee shall be liable to be charged in the same manner as is provided in cases of neglect by assignees to invest money in the purchase of exchequer bills when directed so to do: Provided always that, until assignees shall be chosen by the creditors of each bankrupt, such official assignee so to be appointed to act with the assignees to be chosen by the creditors shall be enabled to act, and shall be deemed to be, to all intents and purposes whatsoever, a sole assignee of each bankrupt's estate and effects.

49. That nothing herein contained shall extend to authorize any such official assignee to interfere with the assignees chosen by the creditors in the appointment or removal of a solicitor or attorney, or in directing the time and manner of effecting any sale of the bankrupt's estate or estates.

50. That it shall be lawful for the Lord Chancellor to remove any official assignee whether appointed under the provisions of the said recited act or of this act, and from time to time, as any vacancy may occur in the said before-mentioned number of official assignees, to appoint some other such person as aforesaid to fill any vacancy so occurring; and in case of the death or removal of any such official assignee who shall have been appointed to act in any bankruptcy it shall be lawful for the court authorized to act in the prosecution of such bank-

ruptcy to appoint another official assignee of the number hereby prescribed to act (subject as aforesaid) in the same bankruptcy in the place of the assignee who shall have so become dead or been removed.

51. That every official assignee of any bankrupt's estate appointed under the provisions of this act shall have all the same rights, powers, privileges, and exemptions as are possessed by official assignees appointed under the said recited act and the enactments therein contained in that behalf, and, in relation to the evidence of the appointment of bankrupts' assignees, shall extend and be applied to official assignees to be appointed under this act, except as otherwise directed by this act; and that every official assignee, whether appointed under the provisions of the said recited act or of this act, shall be entitled to be paid out of the bankrupt's estate, by way of remuneration for his services, such sum of money as to the court named in and acting under the fiat in prosecution against such bankrupt may seem just and reasonable, having regard to the amount of the bankrupt's property, and the nature of the duties to be performed by such official assignee, subject, nevertheless, to such general or special orders in relation thereto as may from time to time be made by the Lord Chancellor in that behalf.

52. That all power, jurisdiction, and authority of the commissioners named in any fiat of bankruptcy issued before the commencement of this act, to be prosecuted elsewhere than in the city of London, shall cease and determine; and that the Lord Chancellor shall have power from time to time, by any general or other order or orders under his hand, to transfer and remove into the Court of Bankruptcy, or such of the courts authorized to act in the prosecution of fiats in bankruptcy by virtue of this act, as he may deem fit, any such fiat, and that all further proceedings in every such fiat shall be thenceforth prosecuted and carried on in the court to which the same shall be so transferred, in like manner as if the proceedings under such fiat had been originally commenced therein by virtue of a fiat under the hand of the Lord Chancellor issued pursuant to the said recited act, or to this act, save as may be otherwise directed by this act; provided always, that nothing herein contained shall render invalid any proceedings which may have been had under any fiat in bankruptcy now subsisting, or which shall have been issued before this act shall come into operation, or affect or lessen any right, claim, demand, or remedy which any person now has thereunder, or upon or against any bankrupt against whom any such fiat has or shall have issued as aforesaid, except as herein specially enacted.

53. That it shall be lawful for the court which shall thenceforth act in the prosecution of such fiat, at its discretion, to appoint some one of the official assignees appointed or to be appointed under the said recited act or this act to act with the existing assignees, if any, under such fiat, and to direct the existing assignees to pay and deliver over to such official assignee all monies, books, papers, and effects whatsoever in their possession or custody as such assignees, save where it shall be otherwise directed by the Lord Chancellor or by the court acting in the prosecution of such fiat, if authorized so to do by any general or other order of the Lord Chancellor; and all the real and personal estate of the bankrupt under such fiat shall immediately on such appointment vest in such official assignee jointly with the existing assignees, if any, in like manner as if the proceedings in the said bankruptcy had originally been commenced by virtue of this act, without prejudice to any action or suit commenced or any contract entered into by the existing assignees at the time of the passing of this act.

54. That no official assignee shall be deemed personally responsible or liable for any act done by him or by his order or authority in the execution of his duty as such official assignee, by reason of the petitioning creditor's debt, trading, and act of bankruptcy upon which the adjudication of bankruptcy under such fiat shall have been grounded, or of any other or either of such matters, being insufficient to support such adjudication.

55. That, fourteen days before a final dividend shall be advertised under any bankrupt's estate, there shall be sent by the official assignee to each creditor's assignee of such estate a debtor and creditor account between the official assignee and such estate, shewing also the monies remaining uncollected under such estate, and the cause of such monies remaining uncollected, a copy of which account shall be delivered to any creditor who shall apply for the same and have proved or claimed a debt under such fiat, upon his applying for the same to the official assignee, and to any other person, such person, not

being a creditor, paying such sum, not exceeding 2s. 6d., as shall be settled by the court authorized to act in the prosecution of such fiat.

56. That there shall be paid, in like manner, by the official assignee of each bankrupt's estate to be administered in the country, the like sums as by the said recited act are directed to be paid by the official assignee of each bankrupt's estate to be administered in the Court of Bankruptcy; and such sums hereby directed to be paid shall be placed by the accountant in bankruptcy to the like accounts respectively, and be subject to the like orders and directions of the Lord Chancellor, to which the said sums mentioned in the said recited act are thereby directed to be placed and to be subject respectively.

57. That in all cases of fiats in bankruptcy which, by virtue of the provisions herein contained, shall be removed into the Court of Bankruptcy, or into any of the courts authorized to act in the prosecution of fiats in bankruptcy by virtue of this act, and under which the choice of assignees shall have taken place prior to the commencement of this act, there shall be paid, in like manner, by the assignees of every such bankrupt's estate, on every sitting under such bankruptcy, the like sum as by the said recited act is directed to be paid on every sitting in cases of commissions of bankrupt which by virtue of the powers therein contained should be removed into the said Court of Bankruptcy, and under which the choice of assignees should have taken place prior to the commencement of the said act; and such sum hereby directed to be paid shall be placed by the said accountant in bankruptcy to the like account, and be subject to the like orders and restrictions, to which the said sum in that behalf mentioned in the said recited act is thereby directed to be placed and to be subject.

58. And whereas the duties of the several persons now acting as commissioners of bankrupt in districts and places for which such persons shall have been returned and appointed under the provisions of the said recited act, and the fees and emoluments accustomed to be received by them, will be abolished by the provisions of this act, and it may be just and necessary that in some such cases compensation should be made in respect of such fees so to be abolished; be it enacted, That it shall and may be lawful for the Lords Commissioners of her Majesty's Treasury, by examination on oath or otherwise, which oath they and each of them are and is hereby authorized to administer, to inquire into and ascertain the annual amount of the lawful fees and emoluments of such commissioners received by them, and to award to such one or more of the said commissioners as they shall deem to be entitled to the same an annuity or annuities, of such amount and for such term as the said Lords of the Treasury shall find to be a fair and reasonable compensation for the loss to be sustained by such of the said commissioners, and shall certify the amount of such annuity, in writing under their hands, to the Lord Chancellor, who shall thereupon have power to order the amount so certified as payable to each such commissioner to be paid out of the monies standing to the credit of the accountant in bankruptcy in the Bank of England, to the account intitled "The Secretary of Bankrupt's Compensation Account," (but subject and without prejudice to the payment of all salaries and sums of money by any act or acts now in force authorized to be paid thereout), and the same shall be payable and paid accordingly to such respective persons aforesaid, without any deduction whatsoever: Provided always, that the annual sum to be so payable to any commissioner shall not exceed two thirds of the average annual amount of the sums (other than any sum or sums for travelling) received by them respectively as such commissioners for the last five years, or such portion of that period as any of them acted as a commissioner, and that such annuity shall not be paid to any commissioner who at any time after the commencement of this act shall be appointed to hold any public office or employment of an annual value greater than the annuity to be so certified as payable to him, so long as any such office or employment shall be so held; and provided also, that no person shall be entitled to such compensation or allowance as aforesaid whose appointment to his office was qualified by any condition or reservation expressed in his appointment, or otherwise made known to such person, that such office or the emoluments thereof were to be held and enjoyed subject to any future provisions to be made by parliament touching the same, or without any claim to compensation in case the same should cease, or be subjected to any regulation.

59. That it shall be lawful for her Majesty, after the passing

of this act, by a commission or commissions under the Great Seal, to appoint as many persons as her Majesty shall think fit, not exceeding twelve persons, being sergeants or barristers at law of not less than seven years' standing at the bar, to be commissioners of the Court of Bankruptcy, in addition to the present commissioners of the said court, to act in the prosecution of flats in bankruptcy in the country, and that they and their successors shall take the like oath before the Lord Chancellor as is at present administered to commissioners of the said court, and having once taken the said oath shall not be again required to take the same; and that any one or more of such additional commissioners shall and may form a district Court of Bankruptcy for the purpose of this act, and that every such court shall be authorized to act in the prosecution of flats in bankruptcy in the country, at such place and in and for such district as her Majesty, with the advice of her Privy Council, shall be pleased to direct; and that it shall be lawful for her Majesty, with the advice aforesaid, to describe, and from time to time to alter, the limit and extent of every such district as to her Majesty shall seem fit: Provided always, that nothing herein contained shall prevent the Lord Chancellor, when he shall deem it expedient, from directing any flat in bankruptcy to the Court of Bankruptcy.

60. That upon the death, resignation, or removal from office of any of the said additional commissioners, or of any of their successors, it shall be lawful for her Majesty from time to time, by a commission under the Great Seal, to supply such vacancy.

61. That it shall be lawful for her Majesty, after the passing of this act, under her royal sign manual, from time to time to appoint any number not exceeding twelve deputy registrars, in addition to the present deputy registrars in the Court of Bankruptcy, to act as such in the country, and to attend upon and assist the said additional commissioners of the Court of Bankruptcy in the prosecution of flats in bankruptcy in the country, in such manner as may be found most expedient for furthering such business, and as the Lord Chancellor shall from time to time by any order direct.

62. That the additional commissioners and deputy registrars to be appointed under this act shall hold their respective offices during their good behaviour, and that they shall be subject and liable to such and the like privileges, prohibitions, disabilities, prosecutions, penalties, and punishments as are by the said recited act imposed or directed with respect to the commissioners and deputy registrars appointed under such act, and the enactments therein contained in that behalf, except as otherwise directed by this act, shall extend and be applicable to the additional commissioners and deputy registrars to be appointed under this act; and that after the passing of this act, on the death, resignation, promotion, or removal of either of the two registrars for the time being of the Court of Bankruptcy, the vacancy thereby occasioned shall be filled up by such one of the deputy registrars for the time being appointed or to be appointed by virtue of the said recited act or of this act, as the Lord Chancellor shall think fit to appoint.

63. That the accountant in bankruptcy, the registrar and deputy registrars of the Court of Bankruptcy, and also the official assignees and the messengers and ushers of the said court for the time being, shall be exempt and disqualified from being returned and from serving on any juries or inquests whatsoever, and shall not be inserted in any lists of men qualified or liable to serve as jurors, and that they shall also be exempt and disqualified from serving any parochial office whatsoever.

64. That from and after the passing of this act the Court of Review in bankruptcy may be formed by one judge of the said court.

65. That the judges of the Court of Review in bankruptcy shall take rank and precedence next after the Judges of the superior courts of Westminster Hall.

66. That it shall be lawful for the Lord Chancellor, by any general or other order, whenever he shall think fit, to direct the court authorized to act in the prosecution of any flat in bankruptcy to hear, determine, and make order in any matter in bankruptcy heretofore within the original jurisdiction of the Court of Review, or any judge of the said court; provided nevertheless, that any such order shall be subject to be discharged, reversed, or altered by the Court of Review upon an appeal, and that any commissioner of the Court of Bankruptcy authorized to act in the prosecution of any flat directed to the Court of Bankruptcy shall be deemed and taken to be a court autho-

rized to act in the prosecution of such flat, and that all matters and duties by this act directed or authorized to be done and performed by the Court of Bankruptcy shall and may be done and performed by any one or more of the commissioners appointed or to be appointed by virtue of the said recited act, and that every court authorized to act and acting in the prosecution of any flat in bankruptcy now issued, or hereafter to be issued, or in execution of any duty imposed or to be imposed on such court by this or any other act hereafter to be in force, shall have, use, and exercise all the powers, rights, privileges, and incidents of a court of record.

67. That all affidavits to be made or used in matters of bankruptcy, or under or by virtue of any statute relating to bankrupts or of this act, shall and may be sworn before the Court of Review, or before either of the subdivision courts in bankruptcy, or any commissioner, or the master, or any registrar or deputy registrar of the Court of Bankruptcy, or master in ordinary or extraordinary of the High Court of Chancery, or in Scotland or Ireland before a magistrate of the county, city, town, or place where any such affidavit shall be sworn, or elsewhere before a magistrate, and attested by a notary, or before a British minister, consul, or vice-consul.

68. That it shall be lawful for the said several subdivision courts, and the court authorized to act in the prosecution of any flat in bankruptcy, in all matters within the jurisdiction of such respective courts, to take the whole or any part of the evidence either *vis à vis* on oath, or upon affidavits to be sworn as aforesaid.

69. That it shall be lawful for the said several subdivision courts, and the court authorized to act in the prosecution of any flat in bankruptcy, in all matters before such courts respectively, to award such costs as to such courts shall seem fit and just; and in all cases in which costs shall be so awarded against any person by any such court, it shall and may be lawful for such court to cause such costs to be recovered from such person in the same manner as costs awarded by a rule of any of the superior courts at Westminster may be recovered; and that the like remedies may be had upon an order of such court for costs as upon a rule of any of the said superior courts for costs.

70. That it shall be lawful for the commissioners of the Court of Bankruptcy authorized to act in the prosecution of flats in bankruptcy in London, or the major part of them, and such of the commissioners to be appointed under this act as shall be nominated by the Lord Chancellor for that purpose, to make from time to time, subject to the sanction and confirmation of the Lord Chancellor, general rules and orders for regulating the forms of proceedings (where not provided for by this act) and the practice to be observed in every court authorized to act in the prosecution of flats in bankruptcy.

71. That the piece or parcel of ground described in and conveyed by the indenture of feoffment recited in an act made and passed in the 1 & 2 Geo. 4, [c. 115.] intitled "An Act to repeal so much of an Act of the fifth Year of the Reign of his late Majesty King George the Second, relating to Bankrupts, as requires the Writings under Commissions of Bankrupt to be holden in the Guildhall of the City of London, and for Building Offices in the said City for the Meetings of the Commissioners, and for the more regular Transaction of Business in Bankruptcy," or expressed so to be, and all erections and buildings now or hereafter to be erected and built thereon, and the fee-simple and inheritance thereof, shall from henceforth be and become and remain and continue vested in her Majesty's commissioners for the time being of the Court of Bankruptcy acting in the prosecution of flats in bankruptcy in London, and their successors, as commissioners of the said court, in trust for her Majesty, for the same intent and purpose as by the said act is enacted and declared concerning the commissioners and trustees thereby nominated; and the persons or persons now being commissioners and trustees by virtue of the said act shall cease to be such commissioners or trustees; and the said commissioners for the time being of the said court, and their successors, shall and may in all things act in the further management, carrying on, and execution of the purposes and trusts of the said act, and with the like power and authority, to all intents and purposes, as is given by the said act to the commissioners and trustees therein named; and the clauses and provisions in the said act applicable to the commissioners and trustees therein named shall extend and be applicable to the said commissioners for the time being of the said court, in the further execution of the purposes and trusts of the said act.

72. That the building erected on the said piece or parcel of ground shall, from and after the passing of this act, be called the Court of Bankruptcy.

73. That the registrar of the Court of Bankruptcy for the time being acting at the said court in Basinghall-street shall keep books in which he shall enter, in a form to be prepared by him, subject to the sanction of the commissioners of the Court of Bankruptcy acting in the city of London as aforesaid, or the major part of them, and approved of by the Lord Chancellor, an abstract of the proceedings filed in the Court of Bankruptcy, or such part thereof as shall be necessary to give a correct view of the estate to which such proceedings shall relate, and the management thereof, with an alphabetical index to each book, and a general alphabetical index to the whole of such books, which books shall be open to all concerned.

74. That as to when any vacancy may occur by the death, removal, or retirement of the clerk of inrolments to the Court of Bankruptcy, such vacancy shall not be supplied, but the duties and business of such officer shall thenceforth be performed by the registrar of the Court of Bankruptcy acting in Basinghall-street as aforesaid, who shall, with respect to such duties and business, stand and be in the place of such officer to all intents and purposes whatsoever.

75. That all such fees as are receivable by virtue of an act passed in the 2 & 3 Will. 4, [c. 114, s. 6], intituled, "An Act to amend the Laws relating to Bankrupts," and directed to be applied as therein mentioned, shall, from and after the death, removal, or retirement of the said clerk of inrolments, be received by the said registrar for the time being acting in Basinghall-street as aforesaid, and be paid by him, at such times as the Lord Chancellor shall by any order direct, into the Bank of England, to the credit of the accountant in bankruptcy, to the account intituled "The Secretary of Bankrupts' Account," and shall be applicable to all the purposes of the said account, and be subject to the like orders as other monies paid or directed to be paid into the said account.

76. That, out of the fund placed to the credit of the accountant in bankruptcy, intituled "The Secretary of Bankrupts' Account," there shall be paid by the Governor and Company of the Bank of England, by virtue of any order or orders of the Lord Chancellor to be from time to time made for that purpose without any draft from the accountant in bankruptcy, the several salaries hereinafter mentioned; that is to say, the net yearly sum of 2500*l.* to Sir John Cross, Knight, Judge of the Court of Bankruptcy, and his successors in the office of such judge; the net yearly sum of 2000*l.* to each commissioner of the said court appointed under the said recited act, and acting in the prosecution of flats in bankruptcy, in the city of London, and his successors in the office of such commissioner; the net yearly sum of 1800*l.* to each commissioner of the said court to be appointed under this act to act in the prosecution of flats in bankruptcy in the country, and his successors in the office of such commissioner; the net yearly sum of 1000*l.* to each registrar of the said court appointed under the said recited act, and his successors in such office; the net yearly sum of 800*l.* to each deputy registrar of the said court appointed under the said recited act, and acting as such in the city of London, and his successors in such office; and the net yearly sum of 600*l.* to each deputy registrar of the said court to be appointed under this act to act as such in the country, and his successors in such office; which salaries shall be free from all taxes, deductions, and abatements whatsoever out of the same, or any part thereof, except the tax on income, and shall be paid quarterly, on the 11th January, the 11th April, the 11th July, and the 11th October in every year, by equal portions; and the first of such payments to the said judge and each commissioner, registrar, and deputy registrar, acting in London as aforesaid, or a proportionate part thereof, to be computed from the time of the passing of this act, or, as to any such officer appointed after the passing of this act, from the time of his appointment, shall be made on such of the same days of payment as shall first happen after the passing of this act, or date of the appointment of such officer, as the case may be; and the first of such payments to each commissioner and deputy registrar to be appointed under this act to act in the country as aforesaid, or a proportionate part thereof, to be computed from the time of the appointment of each commissioner and deputy registrar respectively, shall be made on such of the same days of payment as shall first happen after the date of such appointment; and that upon the resignation, death, or removal from office of

any such judge, commissioner, registrar, or deputy registrar respectively, such judge, commissioner, registrar, and deputy registrar respectively, or their respective executors and administrators, as the case may be, shall be paid such proportionate part of their respective salaries aforesaid as shall have accrued from the times of the commencement of such salaries respectively, or from the last quarterly day of payment thereof to the time of such resignation, death, or removal from office; and that the succeeding judge, commissioner, registrar, and deputy registrar respectively shall be paid such proportionate part of their respective salaries as shall be accruing or shall accrue from the day of the resignation, death, or removal from office of the preceding judge, commissioner, registrar, or deputy registrar respectively.

77. That it shall be lawful for the Lord Chancellor, by any order or orders of the Lord Chancellor to be made from time to time on a petition presented to him for that purpose, to order (if he shall so think fit) to be paid out of the interest and dividends that have arisen or may arise from the securities now or hereafter to be placed in the Bank of England to the account intituled "The Bankruptcy Fund Account," (but subject and without prejudice to the payment of all salaries and sums of money by any act or acts now in force directed or authorized to be paid thereout), the annuities following; that is to say, an annuity or clear yearly sum of money not exceeding 1500*l.* to Sir John Cross, Knight, Judge of the Court of Bankruptcy, or any of his successors in the office of such judge; an annuity or clear yearly sum of money not exceeding 1200*l.* to any commissioner of the Court of Bankruptcy appointed under the said recited act, or any of his successors in the office of such commissioner; an annuity or clear yearly sum of money not exceeding 1000*l.* to any commissioner of the Court of Bankruptcy to be appointed under this act, or any of his successors in the office of such commissioner, if and when any such judge or commissioner shall be afflicted with some permanent infirmity disabling him from the due execution of his office, and shall be desirous of resigning the same; and the annuity or clear yearly sum mentioned in any such order shall be paid by the Governor and Company of the Bank of England out of the interest and dividends of the said securities (but subject and without prejudice as aforesaid) by equal quarterly payments on the 5th January, the 5th April, the 5th July, and the 10th October in every year, to each judge or commissioner from the period when he shall resign his said office, for the term of his life, free from taxes, except the tax on income.

78. That out of the interest and dividends that have arisen or may arise from the government or parliamentary securities now or hereafter to be placed in the Bank of England to the said account intituled, "The Bankruptcy Fund Account," there shall be paid by the Governor and Company of the Bank of England, by virtue of any order or orders of the Lord Chancellor, to be made from time to time for that purpose, the salaries and sums following: that is to say, to the accountant in bankruptcy, such sum by way of salary as the Lord Chancellor shall direct, not exceeding the yearly sum of 1500*l.*, to be paid and payable in like manner and at such times as the salary heretofore payable to the accountant in bankruptcy, and such further annual sum as the Lord Chancellor shall think reasonable for the payment of such salaries as the Lord Chancellor shall direct to the clerks for the time now being, and their successors, and to such additional clerks to such accountant or to the registrar of the Court of Bankruptcy acting at the said Court in Basinghall-street, as the Lord Chancellor shall deem fit to appoint; and authority is hereby given to the Lord Chancellor to appoint such clerks, and to reduce or increase the number of clerks to the said accountant or registrar, as occasion may be or require, the same salaries to be paid quarterly on such days and in such manner as the Lord Chancellor shall by any order in that behalf direct; and also, to such persons as the Lord Chancellor shall direct, such sum or sums of money as the Lord Chancellor shall think reasonable, for expenses to be incurred at any time after the passing of this act, with the sanction and approval of the Lord Chancellor, in providing and keeping in repair courts in the country with necessary apparatuses for the purpose of this act, or in alterations or improvements of the offices of the said accountant and of the registrars of the Court of Bankruptcy, or any other of the offices of the same court, for the purpose of securing the same fit for the convenient reception and despatch of the business of such officers, and for the convenient occupation of the offices of the



said court, and for the supply of law books for the use of the said court, or generally for such expenses in carrying this act into effect as the Lord Chancellor may think fit; and also such annual sum or sums of money as the Lord Chancellor shall think reasonable for the rent of any buildings or rooms which by any order of the Lord Chancellor may be taken for any officers of the said court, or otherwise for the use of the said court, and for keeping up a necessary supply of books for the use of the said court; and the several courts which shall be provided by virtue of this act, with the appurtenances and effects belonging thereto, shall vest in the respective commissioners to be appointed under this act for the time being, forming such respective courts, and their successors in such office, in trust for the purposes of this act; and there shall be charged to and paid out of the estate of the bankrupt under every fiat prosecuted in the country, for every sitting under such fiat, the sum of 10s., by way of charge for the use of the court, such charge to be received and accounted for and paid into the Bank of England to the account intitled "Interest arising from the Bankruptcy Fund Account," at such time and in such manner as the Lord Chancellor shall from time to time direct, and such charge to be subject to abolition or reduction as the Lord Chancellor may in his discretion think fit, having regard from time to time to the amount of the interest and dividends arising from the bankruptcy fund account, and the charges thereupon.

79. That every warrant issued by any court authorized to act in the prosecution of fiats in bankruptcy shall be under the hand and seal of one of the commissioners acting in the prosecution of fiats in bankruptcy in such court; and every summons issued by any such court shall be in writing under the hand of one of such commissioners.

80. That if in any case it shall be shewn by affidavit to the satisfaction of the court authorized to act in the prosecution of any fiat in bankruptcy, by which a summons shall have been issued, that the party to whom such summons is directed is keeping out of the way, and cannot be personally served with such summons, and that due pains have been taken to effect such personal service, it shall be lawful for the court by which such summons shall have been issued to order, by endorsement upon such summons, that the delivery of a copy of such summons to the wife, or servant, or some adult inmate of the house or family of the party, at his usual or last known place of abode or business, and explaining the purport thereof to such wife, servant, or inmate, shall be equivalent to personal service, and in every such case the service of such summons in pursuance of such order shall be and be deemed and taken to be of the same force and effect, to all intents and purposes, as if a copy of such summons had been delivered to the party in person.

81. That any bankrupt or other person who shall, upon any examination upon oath or affirmation before the court authorized to act in the prosecution of any fiat in bankruptcy, or in any affidavit, or deposition, or solemn affirmation, authorized or directed by this or any other act relating to bankrupts, wilfully and corruptly give false evidence, or wilfully and corruptly swear or affirm anything which shall be false, being convicted thereof, shall be liable to the penalties of wilful and corrupt perjury.

82. That all sums of money forfeited under this act, or by virtue of any conviction for perjury committed in any oath hereby directed or authorized, may be sued for by the assignees of the estate and effects of any bankrupt in any of her Majesty's superior courts of record, and the money so recovered (the charges of suit being deducted) shall be divided among the creditors.

83. That all bills of charges, fees, and disbursements of any auctioneer, appraiser, broker, valuer, or accountant employed by any assignee or messenger or bankrupt under any fiat in bankruptcy, for business done under such employment, shall be settled by the court authorized to act in the prosecution of such fiat, and the amount of the bills so settled, and no more, shall be paid to or recoverable by such auctioneer, appraiser, broker, valuer, or accountant.

84. That it shall be lawful for the Lord Chancellor, by any order or orders of the Lord Chancellor, to be made from time to time on a petition presented to him for that purpose, to order (if he shall think fit) an annuity or clear yearly sum of money to be paid to any person executing the office of accountant in bankruptcy, or of registrar or deputy registrar under the said recited act or this act, not exceeding two third parts of the yearly salary which such person shall under this act be entitled

to at the time of presenting such petition, to be paid out of the interest and dividends that have arisen or may arise from the securities now or hereafter to be placed in the Bank of England to the account intitled "The Bankruptcy Fund Account," (but subject and without prejudice as aforesaid), if and when such person shall be afflicted with some permanent infirmity disabling him from the due execution of his office, and shall be desirous of resigning the same; and the annuity or yearly sum mentioned in such order or orders shall be paid by the Governor and Company of the Bank of England, out of the interest and dividends of the said securities, (but subject and without prejudice as aforesaid), by equal quarterly payments, on the 5th January, the 5th April, the 5th July, and the 10th October in every year, to such person from the period when he shall resign his said office, for the term of his life, free from taxes, except the tax on income.

85. That the several courts authorized to act in the prosecution of fiats in bankruptcy by the said recited act or by this act shall be auxiliary to each other for proof of debts, and for the examination of witnesses on oath, or for either of such purposes; and the court so acting as auxiliary in the prosecution of any fiat in bankruptcy in the examination of witnesses shall possess the same powers to compel the attendance of and to examine witnesses, and to enforce both obedience to such examination and the production of books, deeds, papers, writings, and other documents, as are possessed by the court to which such fiat is directed: Provided always, that all such examinations of witnesses shall be taken down in writing, and shall be annexed to and form part of the proceedings under such fiat, and that no such proof of debts or examination of witnesses in the prosecution of any fiat shall be taken by any such auxiliary court without the permission in writing of the court to which such fiat is directed.

86. And whereas the business in bankruptcy is liable to fluctuation; and whereas some one or more of the commissioners or deputy registrars of the Court of Bankruptcy appointed or to be appointed by virtue of the said recited act or of this act may occasionally from illness or other reasonable cause be absent, and it is expedient to make provision for such circumstances; be it enacted, That it shall be lawful for the Lord Chancellor (as occasion may require, and for such time as the Lord Chancellor shall think fit to allow) to authorize any one or more of the commissioners or deputy registrars respectively of the Court of Bankruptcy, appointed or to be appointed by virtue of the said recited act, or other person having the like qualification as is required by the said recited act for a commissioner or deputy registrar of the said court, to act in any district in the country, for or in aid of any one or more of the commissioners or deputy registrars respectively of the Court of Bankruptcy to be appointed by virtue of this act, and so vice versa; and it shall also be lawful for the Lord Chancellor (as occasion may require, and for such time as the Lord Chancellor shall think fit to allow) to authorize any one or more of the commissioners or deputy registrars respectively to be appointed by virtue of this act, and authorized to act under the provisions of this act in any one district in the country, to act for or in aid of any one or more of the commissioners or deputy registrars respectively to be appointed by virtue of this act, and authorized to act in any other district in the country; and that any commissioner or deputy registrar respectively of the said court, or other person so acting as aforesaid, shall have all the power, jurisdiction, and authority, and perform all the duties of the commissioner or deputy registrar respectively for or in aid of whom such commissioner or deputy registrar shall so act.

87. That any commissioner or deputy registrar of such court, or other person so acting for or in aid of any commissioner or deputy registrar thereof, shall have paid to him, (and in the case of a commissioner or deputy registrar so acting, in addition to his salary as such commissioner or deputy registrar), by the Governor and Company of the Bank of England, by virtue of any order or orders of the Lord Chancellor, to be made from time to time for that purpose, out of the interest and dividends that have arisen or may arise from the said securities now or hereafter to be placed in the Bank of England to the said account, intitled "The Bankruptcy Fund Account," (but subject and without prejudice as aforesaid), such sum of money, in the case of any commissioner or deputy registrar so acting, for travelling and other expenses, and in the case of any other person so acting, for services, travelling, and other expenses, as the Lord Chancellor shall deem fit.

88. That it shall be lawful for the Lord Chancellor's secretary of bankrupts for the time being, and his clerks, and he and they are hereby respectively authorized and required, to receive and take the fee or sum of 2s. 6d. for every certified copy of declaration of insolvency, and the amount to be so received shall be by the said secretary carried to the account of the first schedule of fees annexed to the said recited act, and be applied to the purposes of the said schedule.

89. That it shall be lawful for the chief registrar of the Court of Bankruptcy for the time being, and his clerks, and he and they are hereby respectively authorized and required, to receive and take the several fees and sums set forth in the schedule of fees hereto annexed, in respect of the business therein specified, which shall be transacted in London, and the amount to be so received shall be by him accounted for and applied in payment of such salaries and sums of money to clerks, ushers, and other under officers of the Court of Bankruptcy in London as the Lord Chancellor may from time to time direct and appoint, and the yearly surplus (if any) of such monies shall be divided between the two registrars and the deputy registrars of the said court acting in London in such proportions as the Lord Chancellor shall appoint.

90. That there shall be received and taken in the several courts authorized to act in the prosecution of flats in bankruptcy in the country the several fees and sums in the said schedule of fees hereto annexed, in respect of the business therein specified which shall be transacted in the country; and that all such fees shall be accounted for and paid over to the chief registrar of the Court of Bankruptcy acting in London, and shall be by him accounted for and applied in payment of such salaries and sums of money to ushers and other under officers of such courts in the country as the Lord Chancellor may from time to time direct and appoint, and the yearly surplus (if any) of such monies shall be divided between the several deputy registrars of such courts in the country in such proportions as the Lord Chancellor shall appoint.

91. That the Lord Chancellor shall have the like power to abolish or reduce the fees mentioned in the said schedule of fees hereto annexed, and to provide for the salaries and sums hereby made payable out of the said fees, as he now has to abolish or reduce the fees mentioned in the second schedule of fees annexed to the said recited act and to provide for the salaries and sums by the said recited act, made payable out of the said last-mentioned fees; and it is hereby further provided, that on or before the 1st March, 1844, if parliament be then sitting, or if not, within fourteen days from the commencement of the then next session of parliament, there shall be laid before parliament by the chief registrar of the Court of Bankruptcy for the time being a return, made up, to the 31st December then last, of the total amount of fees received by or accounted for to him under the provisions of this act, and of the application of such fees, and a like return shall be afterwards made annually at the same period for the then preceding year up to the 31st December then last.

92. That on or before the 1st March in every year, if parliament be then sitting, or if not within fourteen days from the commencement of the then next session of parliament, there shall be laid before parliament by the following officers the following returns; that is to say, by the accountant in bankruptcy, a return shewing the total amount of monies paid into the Bank of England to the credit of the accountant in bankruptcy and of every bankrupt's estate during the year preceding and up to the 31st December in that year, and also the total amount of monies paid out under every bankrupt's estate during the same period by orders of court or of any judge or commissioner of the Court of Bankruptcy, and also the balances on the said 31st December in the Bank of England standing to the credit of the accountant in bankruptcy and of every bankrupt's estate; and by every official assignee, whether appointed under the provisions of the said recited act or of this act, a return shewing the total amount of his receipts and payments as such official assignee during the year preceding and up to the 31st December in that year upon every estate under his charge as such official assignee, and also the balances appearing in or by the books of such official assignee to be then in the Bank of England standing to the credit of the accountant in bankruptcy, and of every such estate, and also the balances of every such estate then in the hands or under the power or control of such official assignee, and also the several sums allowed to such official assignee for remuneration and for petty expenses under

every such estate, such last-mentioned return to be certified by the court to which such official assignee shall be attached, and both such returns to be subject to such further regulations as to the form of the same or otherwise as the Lord Chancellor shall from time to time think fit to make.

93. That the words and expressions hereinafter mentioned, which in their ordinary signification have a more confined or different meaning, shall in this act, except where the nature of the provision or the context of the act shall exclude such construction, be interpreted as follow; that is to say, the words "her Majesty" shall mean also and include the heirs and successors of her Majesty; and the words "Lord Chancellor" shall mean also and include the Lord Chancellor, Lord Keeper and Lords Commissioners for the custody of the Great Seal of the United Kingdom, for the time being; and the words "flat or flats, or flat in bankruptcy or flats in bankruptcy," shall mean also and include any commission of bankrupt; and the word "month" shall mean a calendar month; and the word "oath" shall include affirmation, where by law such affirmation is required or allowed to be taken in place of an oath; and the words "Bank of England" shall include all branches thereof; and every word importing the singular number only shall extend and be applied to several persons or things as well as one person or thing and bodies corporate as well as individuals; and every word importing the plural number shall extend and be applied to one person or thing, as well as several persons or things; and every word importing the masculine gender only shall extend and be applied to a female as well as a male; and that this act shall extend to aliens, denizens, and women, both to make them subject thereto and to entitle them to all the benefits given thereby; and that this act shall not extend either to Scotland or Ireland, except where the same are expressly mentioned; and that this act shall be construed in the most beneficial manner for promoting the benefit of creditors of bankrupts and the ends hereby intended.

94. That this act or any of the provisions thereof may be amended, altered, or repealed by any act or acts to be passed in this present session of parliament.

## SCHEDULES TO WHICH THIS ACT REFERS.

### A.—No. 1.

#### *Affidavit for summoning a Trader Debtor.*

A. B. of — and C. D. of — severally make oath and say, and, first, this deponent A. B. for himself saith, That E. F. is justly and truly indebted to this deponent in the sum of £—, for, &c. [stating the nature of the debt with certainty and precision]; and this deponent further saith, that the said E. F., as this deponent verily believes, is a trader within the meaning of the statutes relating to bankrupts, or some or one of them, and resides at —; and that an account in writing of the particulars of the demand of the said A. B., amounting to the said sum of £—, with a notice thereunder written in the form prescribed by the statute in that case made and provided, purporting to require immediate payment of the said debt, is hereto annexed; and this deponent C. D. for himself saith, that he did, on the — day of — instant [or last], personally serve the said E. F. with a true copy of the said account and notice.

Sworn, &c.

### A.—No. 2.

#### *Particulars of Demand, and Notice requiring Payment.*

To E. F. of —.

The following are the particulars of the demand of the undersigned A. B. of — against you the said E. F., amounting to the said sum of £—. [Here copy the account].

Take notice, That I the said A. B. hereby require immediate payment of the said sum of £—.

Dated this — day of — in the year of our Lord —.

(Signed) A. B.

### A.—No. 3.

#### *Summons of Trader Debtor.*

These are to will and require you to whom this warrant is directed personally to be and appear before the Court of Bankruptcy, to be holden in Basinghall-street, in the city of London, [or at — in the county of —], on the — day of — at — o'clock; and you are hereby informed that the purpose for which you are thus summoned to appear before the

said court is to ascertain, in manner and form prescribed by the statute in that case made and provided, whether or not you admit the demand of A. B. of — (who claims of you the sum of £ — for a debt), or any and what part thereof, or whether you verily believe that you have a good defence to the said demand, or to any and what part thereof; and hereof you are not to fail at your peril. Given under my hand the — day of — in the year of our Lord —.

(Signed) J. K.  
Commissioner.

B.—No. 1.

*Admission of Debt by Trader Debtor.*

Court of Bankruptcy,  
Basinghall-street, London.  
[or at — in the county of —]  
day of — A. D. —.

Whereas I the undersigned E. F. of — am summoned to appear before this honourable court for the purpose of stating, in manner prescribed by the statute in that case made and provided, whether or not I admit the demand of A. B. of — (— claims of me the said E. F. the sum of £ — for a debt), or any and what part thereof, or whether I verily believe that I have a good defence to the said demand, or to any and what part thereof; be it known, That I the said E. F. hereby confess that I am indebted to the said A. B. in the said sum of £ —, [or in part of the said sum of £ —, that is to say, in the sum of £ —].

(Signed) E. F.

B.—No. 2.

*Deposition by Trader Debtor of Belief of good Answer to Creditor's Demand, or some Part thereof.*

Court of Bankruptcy,  
Basinghall-street, London,  
[or at — in the county of —]  
day of — A. D. —.

E. F. of — being sworn, on the day and year and at the place aforesaid, upon his oath, saith, That he verily believes he has a good defence to the demand [or to £ —, part of the demand], hereinafter mentioned of A. B. of —, who claims of the said E. F. the sum of £ —, for a debt alleged to be due and owing from the said E. F. to the said A. B., as stated in the affidavit of the said A. B., filed in this honourable court, and bearing date the — day of —.

Sworn before me,

J. K., Commissioner. (Signed) E. F.

C.

*Admission of Debt by Trader Debtor signed out of Court.*

I the undersigned E. F. of — do hereby confess that I am indebted to A. B. of — in the sum of £ —.

(Signed) E. F.

Dated this — day of — A. D. —.

Witness,

G. H., attorney for the said  
E. F., and subscribing  
witness to the execution  
hereof as such attorney.

D.

*Declaration of Insolvency by Trader.*

I the undersigned E. F. of — do hereby declare, That I am unable to meet my engagements. Dated this — day of —, in the year of our Lord —.

(Signed) E. F.

Witness,

G. H., attorney of the  
Court of —.

*The Schedule of Fees.*

On filing every fiat.....	£0	1	0
For every summons of trader debtor under this act	0	1	0
On allowance of every bond, with sureties	0	5	0
For every rule or order nisi under this act	0	5	0
For every rule or order absolute under this act	0	5	0
For every search-warrant	0	5	0
On swearing every affidavit, except of the bankrupt or relating to his certificate	0	1	6

For every order of court made in any matter heretofore within the jurisdiction of the Court of Review.....	1	0	0
For every certificate of bankrupt's conformity....	0	6	8
On entering every appeal for hearing in the Court of Review	0	2	0
For every order pronounced by that court	1	5	0
For every previous minute of order	0	2	6
For entering every matter for hearing in a subdivision court	0	1	0
For every order pronounced there	0	5	0
For fees on the trial of every issue, to be paid by the successful party	2	0	0
For every search made in the court	0	1	0
For filing affidavits and other documents	0	1	0
For copies of affidavits, orders, and other proceedings, per folio of ninety words	0	0	1
For every subpoena ad testificandum and other writ issued out of the court	0	2	0

**CAP. CXXIII.**

An Act for amending until the 1st August, 1845, and until the End of the then next Session of Parliament, the Law relating to private Lunatic Asylums in Ireland.

[12th August, 1842.]

*Conclusion of the Statutes.*

**London Gazette.**

**TUESDAY, SEPTEMBER 27.**

**BANKRUPTS.**

RICHARD HODGSON SMYTH, Cornhill, merchant, Oct. 8 at 1, and Nov. 8 at 11, Court of Bankruptcy: Off. As. Alsager; Sol. Bevan, 21, Old Jewry.—Fiat dated Sept. 23.

WILLIAM HENRY BALL, Kennington-cross, Surrey, coach master and livery-stable keeper, Oct. 8 at 11, and Nov. 8 at 12, Court of Bankruptcy: Off. As. Whitmore; Sols. Miller & Carr, 47, Eastcheap.—Fiat dated Sept. 23.

HANNAH SIMMONDS, Leamington Priors, Warwickshire, milliner, Oct. 11 and Nov. 8 at 2, Leamington Hotel, Leamington Priors: Sols. Cope, Leamington Priors; Parkes & Son, 1, Verulam-buildings, Gray's Inn.—Fiat dated Sept. 12.

JOHN BADCOCK, Shrivenham, Berkshire, grocer, draper, and general shopkeeper, Oct. 12 at 12, and Nov. 8 at 11, Bell Inn, Farrington: Sol. Haines, Farrington.—Fiat dated Sept. 9.

HORTON PAYN, Liverpool, master mariner and merchant, Oct. 8 and Nov. 8 at 1, Clarendon-rooms, Liverpool: Sols. Cross, Liverpool; Vincent & Sherwood, 9, King's Bench-walk, Inner Temple.—Fiat dated Sept. 23.

**MEETINGS.**

*Jos. Raleigh, Thos. S. Goode, and W. Holland, Manchester, merchants, Oct. 8 at 11, Commissioners'-rooms, Manchester, ch. ass.; at 12, ch. ass. sep. est. Joseph Raleigh and Thos. S. Goode.—Robt. Busby, Wood-street, Bethnal-green, dairyman, Oct. 13 at 1, Court of Bankruptcy, last ex.—Thos. Brooke, Jos. Lang, Joseph Wilby, and Jonas Miles, Liversedge, Yorkshire, blanket manufacturers, Oct. 7 at 10, George Hotel, Huddersfield, last ex.—Edward S. Messiter and Fred. Messiter, Malmesbury, Wiltshire, tailors, Nov. 4 at 12, Angel Inn, Chippenham, last ex.; at 1, aud. ac.—John Lang, Samuel Armitage, Richd. Redfeare, and John Sykes, Liversedge, Yorkshire, blanket manufacturers, Oct. 7 at 12, George Inn, Huddersfield, last ex.—Jos. Stansbury, St. Matthew's-place, Hackney-road, bookseller, Oct. 18 at 11, Court of Bankruptcy, aud. ac.; at half-past 11, div.—Moses Bower, Birmingham, gilt toy manufacturer, October 24 at 12, Waterloo-rooms, Birmingham, aud. ac.—Wm. Wright, Liverpool, com. merchant, Oct. 20 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, div.—Saml. Less, Manchester, innkeeper, Oct. 27 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 10, div.—Jas. Wilson, Manchester, and Workop, Nottingham, commission-agent, Nov. 4 at 1, Commissioners'-rooms, Manchester, aud. ac.; at 12, fin. div.—Mark Marks and Samuel Barnett, Liverpool, tailors, Oct. 31 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—Chas. L. Bahr, Liverpool,*

hip-broker, Oct. 22 at 11, Clarendon-rooms, Liverpool, and. ac.; at 12, div.—*David Worthington*, Manchester, flour dealer, Nov. 5 at 3, Commissioners'-rooms, Manchester, and. ac.; at 4, div.—*Jas. Graham*, Nantland, Westmorland, seed dealer, Oct. 25 at 11, Commercial Inn, Kendal, and. ac.; at 2, div.—*Wm. Stewart*, Liverpool, merchant, Oct. 21 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, first and fin. div.—*John Herdman and Edward Herdman, jun.*, Havana Mills, Jingleton, Cheshire, millers, Oct. 26 at 12, Clarendon-rooms, Liverpool, and. ac.; Oct. 27 at 1, div.—*John L. Bell*, Liverpool, linen-draper, Nov. 4 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—*Henry Dartnall*, Cam, Gloucestershire, clothier, Oct. 25 at 3, Old Bell Inn, Dursley, and. ac.; Oct. 15 at 11, fin. div.—*Bennet Beeson*, Nottingham, lace manufacturer, Oct. 26 at 2, George the Fourth Inn, Nottingham, and. ac.—*Jos. Round*, Stourbridge, Worcestershire, plumber, Oct. 22 at 12, Talbot Hotel, Stourbridge, and. ac.; at 1, fin. div.—*Thos. Evans*, Welshpool, Montgomeryshire, and Oswestry, Shropshire, draper, Oct. 28 at 11, Royal Oak Inn, Welshpool, and. ac.—*Thos. Geary and Dennis Horne*, Manchester, woollen-draper, October 20 at 11, Commissioners'-rooms, Manchester, and. ac.; at 12, div. sep. est. *T. Geary*: Oct. 21 at 12, div.; at 1, and. ac. joint est.—*John Ramsbottom*, Temple-cottage, Cheetham-hill, Manchester, hackney-coach proprietor, Oct. 22 at 12, Commissioners'-rooms, Manchester, and. ac.; at 11, div.—*Robt. Barker*, Manchester, druggist, Nov. 3 at 2, Commissioners'-rooms, Manchester, and. ac.; at 3, div.—*John Fisher and John Bernard*, Bristol, horse-dealers, Oct. 21 at 1, Commercial-rooms, Bristol, and. ac.; Oct. 27 at 2, fin. div. joint est.; Oct. 24 at 1, and. ac.; Nov. 26 at 2, first and fin. div. sep. est. *J. Bernard*.—*David Edwards*, Milford, Pembrokeshire, and Northwick, Almondsbury, Gloucestershire, merchant, Oct. 21 at 2, Commercial-rooms, Bristol, and. ac.; Oct. 24 at 2, first and fin. div.—*E. Owen Jones*, Gloucester, and Birmingham, timber-merchant, Oct. 21 at 1, Commercial-rooms, Bristol, and. ac.; Oct. 24 at 1, fin. div.—*Samuel Skingley and S. Thos. James*, Liverpool, linen-draper, Oct. 27 at 2, Clarendon-rooms, Liverpool, and. ac.; at 3, div.—*Ralph Ferns*, Mellor, Derbyshire, *Jos. Langford*, Manchester, and *J. Hadfield*, Roworth, Derbyshire, merchants, Oct. 22 at 10, Commissioners'-rooms, Manchester, and. ac. joint est.; at 12, and. ac. sep. est. *R. Ferns*: at 12, p. d.; at 1, and. ac. sep. est. *J. Hadfield*.—*John Whitley*, Liverpool, money scrivener, Oct. 21 at 11, Clarendon-rooms, Liverpool, and. ac.; at 12, div.—*John Burkill*, Louth, Lincolnshire, merchant, Oct. 24 at 1, George Inn, Kingston-upon-Hull, and. ac.—*Sir William Cunningham Fairlie*, Bart., Liverpool, distiller, Oct. 20 at 11, Clarendon-rooms, Liverpool, and. ac.—*Thomas Charley*, jun., Preston, Lancashire, inn-keeper, October 18 at 11, Town-hall, Preston, and. ac.—*John Ford*, Stockport, Cheshire, hat manufacturer, Oct. 22 at 11, Commissioners'-rooms, Manchester, and. ac.—*James Hopkins and John Drewitt*, Arundel, Sussex, bankers, Oct. 24 at 11, Norfolk Arms Hotel, Arundel, and. ac.; at 1, div.—*Bailey Hilliard*, Bristol, timber merchant, Oct. 25 at 2, Commercial-rooms, Bristol, and. ac.; Oct. 28 at 12, first and fin. div.—*James Roach*, Bristol, woollen draper and tailor, Oct. 19 at 2, Commercial-rooms, Bristol, and. ac.; Oct. 20 at 2, first and fin. div.—*Chas. Sanderson*, Sheffield, and Oughtibridge, Ecclesfield, Yorkshire, file and fork manufacturer, Nov. 2 at 12, Town-hall, Sheffield, and. ac.—*John Lloyd and Wm. Lloyd*, Atherstone, Warwickshire, builders, Oct. 20 at 12, Red Lion Inn, Atherstone, and. ac.; at 1, fin. div.—*G. Stovell and R. H. Maddox*, Lower Grosvenor-st., St. George's, Hanover-sq., upholsterers, Oct. 18 at 1, Court of Bankruptcy, div.—*Charles Parker*, Houghton-le-Skerne, and Darlington, Durham, and Rawcliffe, Yorkshire, flax spinner, Oct. 18 at 11, Wilson's, Darlington, and. ac.; at 1, fin. div.—*Charles Dunderdale*, Manchester, merchant, Oct. 20 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, and. ac. and div.—*Thomas Cloughton*, Haydock-lodge, Lancashire, salt manufacturer, Oct. 21 at 11, Commissioners'-rooms, Manchester, div.; at 12, and. ac.—*Alfred Bernard*, Norwich, money scrivener, Oct. 18 at 10, Swan Inn, Norwich, and. ac.; at 11, div.—*Robt. Steane and Rich. Steane*, Coventry, ribbon manufacturers, Oct. 22 at 12, Craven Arms Hotel, Coventry, and. ac.; at 1, div.—*John Tollitt*, Liverpool, bookseller, Oct. 21 at 12, Clarendon-rooms, Liverpool, and. ac.; at 1, fin. div.—*John Noron Lane*, Birmingham, chemist, Oct. 26 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, first and fin. div.—*Wm. R. Rayne*, Houghton, Northumberland, paper manufac.

turer, Oct. 24 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and. ac.; at 12, first and fin. div.—*Wm. Yates*, sen., Old Buffery Works, Worcestershire, iron founder, Oct. 19 at 12, Waterloo-rooms, Birmingham, and. ac.; at 1, fin. div.—*William Burton*, Bordealeys, Aston juxta Birmingham, iron bedstead manufacturer, Oct. 19 at 11, Waterloo-rooms, Birmingham, and. ac.; at 12, first and fin. div.—*William Rolfe*, Birmingham, grocer, Oct. 20 at 11, Waterloo-rooms, Birmingham, and. ac.; at 12, first and fin. div.—*W. Ridout*, Ringwood, Southampton, linen draper, Oct. 20 at 11, Davy's, Ringwood, and. ac. and fin. div.—*Daniel Hadingham*, Cambridge, linen draper, Oct. 19 at 12, Red Lion Inn, Cambridge, and. ac.; at 1, div.—*Thomas Dickson and Edw. Bromby*, Drayton in Hales, Shropshire, bankers, Oct. 31 at 11, Corbet Arms Hotel, Drayton in Hales, and. ac.; at 1, fin. div. joint and sep. est. *T. Dickson*.—*Lawrence Frost*, jun., Liverpool, merchant, Oct. 22 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—*John Clark and Thos. Parry*, Manchester, drysalers, Oct. 21 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, and. ac. and div.—*Samuel Wilson and J. Knight*, Radford, Nottinghamshire, builders, Oct. 20 at 12, George the Fourth Inn, Nottingham, and. ac.; at 1, fin. div.—*T. Beal*, Sandwich, Kent, corn factor, Oct. 25 at 6, Bell Inn, Sandwich, and. ac.; at 7, fin. div.—*W. B. Mitchell*, Sheffield, merchant, Oct. 29 at 12, Town-hall, Sheffield, and. ac.; at 1, fin. div.—*John Gillett*, Masebrough, Rotherham, Yorkshire, timber merchant, Oct. 20 at 12, Town-hall, Sheffield, and. ac.; at 1, div.—*Jos. Pegg and G. A. F. Steen*, Manchester, merchants, Oct. 25 at 11, Commissioners'-rooms, Manchester, and. ac.; at 12, div.—*Henry Wm. Jackson*, Haverhill, Essex, wine merchant, Oct. 18 at 2, Rose and Crown Inn, Saffron Walden, and. ac.; at half-past 2, fin. div.—*Chas. Humberson and Saml. Frodsham*, Liverpool, commission merchants, Nov. 5 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div. sep. est.; Nov. 7 at 1, and. ac.; at 2, div. joint est.—*Thos. Hatch and Rich. Hatch*, Eccleston, near Croston, Lancashire, calico printers, Nov. 2 at 11, Town-hall, Preston, and. ac.; at 12, div.—*John Scott*, Birmingham, and Moorgate-st., London, general factor, Oct. 18 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, div.—*Thos. Barter*, Poole, surgeon, Oct. 22 at 12, Old Antelope Inn, Poole, and. ac.; at 1, first and fin. div.—*Benj. Pearson*, York, woolstapler, Oct. 28 at 11, Guildhall, York, and. ac.; at 12, div.—*Richard B. Eagles*, Coed-du, Cilceen, Flintshire, provision dealer, Oct. 22 at 12, Clarendon-rooms, Liverpool, and. ac.; at 1, div.—*John Cospland*, Liverpool, factor, Oct. 24 at 12, Clarendon-rooms, Liverpool, and. ac.; at 1, div.—*Wm. Watte*, King's Lynn, Norfolk, grocer, Oct. 26 at 11, Duke's Head Inn, King's Lynn, and. ac. and div.—*James Bannister and Dinah Simpson*, Liverpool, shipwrights, Nov. 1 at 12, Clarendon-rooms, Liverpool, div.—*Nath. McKnight*, *Samuel McKnight*, and *John McKnight*, Liverpool, merchants, Oct. 22 at 12, Clarendon-rooms, Liverpool, fin. div.

## CERTIFICATES TO BE ALLOWED.

Unless Cause shown to the contrary, on or before Oct. 18.

*Joseph Chas. Clarke*, Water-lane, Great Tower-street, wine merchant.—*James Crutchett*, Stroud, Gloucestershire, pawnbroker.—*William Robt. Rayne*, Houghton, Northumberland, paper manufacturer.—*Francis Baynton*, Bath, Somersetshire, surgeon dentist.

## FIAT ANNULLED.

*Moses Buckley*, Oldham, Lancashire, draper.

## SCOTCH SEQUESTRATIONS.

*William Meldrum*, Dunfermline, manufacturer.—*William Thomson*, Kinghorn, Fifeshire, carpenter.

## INSOLVENT DEBTORS.

Saturday, Sept. 24, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*John Jas. Fricker*, Haberdashers'-street, Hoxton, vocalist, No. 53,547 T.; *William Charles Holland*, assignee.—*Charles Hawkings*, Huntspill, Somersetshire, yeoman, No. 60,679 C.; *Joseph Hembry*, assignee.—*Wm. Bullock*, Newcastle-under-Lyme, Staffordshire, ironmonger, No. 60,509 C.; *Joseph Eginton*, assignee.—*Alexander Stephens*, Ryde, Isle of Wight, Hampshire, hotel keeper, No. 59,336 C.; *Joshua Groves*, assignee.—*James Knos*, Ardwick, Manchester, joiner, No. 54,646 C.; *Dav. Holt*, new assignee, in room of W. Vickers,

removed, assignee, new.—*Thomas Dickinson*, Huddersfield, Yorkshire, provision dealer, No. 59,614 C.; *Thomas Shires*, assignee.—*Jos. Cliff*, Manchester, brick maker, No. 57,211 C.; *David Holt*, assignee.—*Thomas S. Peckston*, Arundel-street, Strand, civil engineer, No. 53,322 T.; *Thos. Edge*, assignee.—*Francis P. Parker*, Gloster Hotel, Piccadilly, no business, No. 53,473 T.; *Rob. Cook*, assignee.—*John Shepherd*, Manchester, builder, No. 46,254 C.; *Jos. Handley*, new assignee in room of *Jos. Wilkinson*, deceased, new assignee.—*Benjamin Phillips*, Bryn Llandewy Pelfry, Pembrokeshire, farmer, No. 58,590 C.; *James Mayler*, assignee.—*Jon. Sisson*, Clemensthorpe, near Blacktoft, Yorkshire, publican, No. 59,993 C.; *Jos. Dibb*, assignee.

**Court-house WAKEFIELD, Yorkshire, Oct. 14 at 10.**

*Richd. Parker*, Hebden-bridge, Halifax, patten maker.—*Jos. Mitchell*, Ovenden, Halifax, worsted piece maker.—*Wm. Pade*, Doncaster, tailor.—*Geo. Boocock*, Doncaster, joiner.—*Hannah Taylor*, Leeds, out of business.—*George Walker*, Woodhouse-moor, near Leeds, out of business.—*Ed. Binks*, Woodhouse Carr, near Leeds, wool-sorter.—*Wm. Chadwick*, Mabgate, Leeds, out of business.—*Wm. Thompson*, Woodhouse-moor, near Leeds, handle setter.—*Samuel Nicholson*, Briggate, Leeds, postman.—*Wm. Binks*, Woodhouse Carr, near Leeds, out of business.

**Oct. 15, at the same hour and place.**

*Samuel Chadwick*, Leeds, clothier.—*Henry Lord*, Birkley, near Huddersfield, painter.—*Isaac Tolson*, Dewsbury, blanket manufacturer.—*John Cooper*, Rawden, near Leeds, clothier.—*Thomas Daniel*, Ripon, plumber.—*John Gilham*, Carlton, near Skipton, Craven, gardener.—*W. Bulmer*, Selby, painter.—*Mark Scholes*, Dewsbury, joiner.—*Joseph Ingleby*, Ripon, tinner.—*Edwin Fletcher*, Barnsley, painter.—*Wm. Whitworth*, Bradford, out of business.—*Edmund Watson*, Greenhill, Halifax, wire drawer.—*Wm. Martin*, Wakefield, news-agent.—*Geo. Walsh*, Selby, mariner.—*John Charlesworth*, Netherthong, near Huddersfield, out of business.—*John Appleyard*, Skipton, Craven, governor of the Skipton union workhouse.

**Oct. 17, at the same hour and place.**

*John North*, Huddersfield, innkeeper.—*Jos. Naylor*, Cleckheaton, near Leeds, leather dealer.—*Noah Batley*, Holmfirth, labourer.—*John Sowrey*, Leeds, innkeeper.—*Wm. Broadbent*, Wortley, near Leeds, out of business.—*Chas. Bradley*, Huddersfield, shopman to a grocer.—*John Baxter*, Leeds, stone-mason.—*Henry John Watkinson*, Hightown, near Leeds, card maker.—*John Brown*, Hebden, near Skipton, labourer.—*Wm. Walker*, Marsh, near Huddersfield, out of business.—*Thos. Gill*, Wakefield, shoemaker.—*Denis Davy*, Frizinghall, Bradford, machine maker.—*Arthur Hodgson*, Bradford, machine maker.—*Stockdale Herring*, Bradford, flour dealer.—*Chas. Blake*, Potternewtown, near Leeds, out of business.—*Wm. T. Appleyard*, Clayton, near Bradford, weaver.—*Thomas Marriott*, Dewsbury, land surveyor.—*John Tyas*, Sheffield, millwright.—*Geo. Small*, Sheffield, plumber.—*Jas. Kippax*, Holmfirth, toll collector.

**Oct. 18, at the same hour and place.**

*Robert Overend*, Scholes, near Halifax, wire drawer.—*John Jowett*, Clayton, near Bradford, stuff manufacturer.—*John Broomhead*, Elland-edge, near Halifax, gardener.—*Richard Thomas*, Greenhill, near Halifax, no trade.—*Wm. Simpson*, Aberford, out of employment.—*John Hargreaves*, Heckmondwike, near Dewsbury, blanket manufacturer.—*John Skaipe*, Hebden, near Skipton, lead miner.—*Rob. Marsden*, Bradford-moor, near Bradford, labourer.—*John Hutchinson*, Craven, near Skipton, labourer.—*Jos. Tolson*, Mold-green, Dalton, near Huddersfield, out of business.—*John Tingle*, Grennoside, near Sheffield, out-pensioner of Chelsea Hospital.—*Stephen Dickinson*, Wakefield, beer seller.—*Wm. Sharp*, Brighouse, near Halifax, carrier.—*Wm. Ingham*, Leeds, painter.

**Oct. 19, at the same hour and place.**

*Joseph Clapham*, Leeds, out of business.—*James Ibberson*, Lepton, near Huddersfield, pig jobber.—*W. Hanson*, Batley, near Dewsbury, dyer.—*Robert Hemingway*, Daw-green, near Dewsbury, unemployed.—*James Gaukrodger*, Ovenden, near Halifax, weaver.—*George Gaukrodger*, Warley, near Halifax, stuff manufacturer.—*James Taylor*, Sheffield, out of business.—*Mitchell Brayshaw*, Idle, near Bradford, cloth manufacturer.—*Richard Day*, Cawmarsh, near Rotherham, coal miner.—*John Townsend*, Oussett, near Wakefield, rag dealer.—

*Wm. Archer*, Westgate, Dewsbury, shoemaker.—*Jonathan I Beaumont*, Kirkheaton, near Huddersfield, labourer.—*The Birmingham*, Wortley, near Leeds, weaver.—*Mar. Bannister*, Wortley, near Leeds, cloth manufacturer.—*John Hirst*, Clayton, near Bradford, out of business.—*John Woodhouse*, Fai town, near Huddersfield, labourer.

**Court-house, READING, Berkshire, Oct. 20 at 10.**

*Abner Clarkson*, Benham-place, near Newbury, stud groom.—*Edw. Blstone*, New Windsor, dealer in cigars.—*T. Nerti*, New Windsor, carrier's assistant.—*Wm. Strange*, Abingdon wine merchant.—*Francis Shepherd*, West Stagbourne, near Wallingford, out of business.—*Edw. Newell*, Reading, shoemaker.—*James Woodley*, East Hagbourne, near Wallingford victualler.—*Henry Strange*, Theale, near Reading, license victualler.—*Thos. W. Reeves*, Hungerford, plumber.

**INSOLVENT DEBTOR'S DIVIDEND.**

*Henry Bourchier*, captain in the Royal Navy on half-pay Gilbard's, Devonport: 2s. in the pound.

**MEETINGS.**

*Geo. Molley*, Ulverstone, Lancashire, joiner, Oct. 13 at 1 Smith's, Braddyll's Arms, Ulverstone, sp. aff.—*Eliz. Harrison*, Cradley, Hales Owen, Worcestershire, victualler, Oct 14 at 11, Collis's, Stourbridge, sp. aff.

**FRIDAY, SEPTEMBER 30.**

**DECLARATION OF INSOLVENCY.**

**STEPHEN SIMSON**, Shirley, Southampton, market gardener.

**BANKRUPTS.**

**WILLIAM URQUHART**, Wellington-st., Strand, merchant, Oct. 10 and Nov. 11 at 11, Court of Bankruptcy: Off. Ass. Alsager: Sols. Simpson & Cobb, Austin-frairs—Fiat dated Sept. 26.

**HENRY THOMAS HARRISON**, Tavistock-row, Covent-garden, hotel keeper, Oct. 11 at 12, and Nov. 11 at 1, Court of Bankruptcy: Off. Ass. Gibbon; Sol. Ford, 5, Bloomsbury-sq.—Fiat dated Sept. 30.

**JOHN FISHER and WILLIAM MILNER**, Norwich, brewers, Oct. 10 at 11, and Nov. 11 at 2, Court of Bankruptcy: Off. Ass. Green; Sol. Ashurst, Cheapside.—Fiat dated Sept. 27.

**JOHN YARRAD, jun.**, Spalding, Lincolnshire, grocer, Oct. 15 and Nov. 11 at 12, White Hart Inn, Spalding: Sols. Thompson & Co., Salters'-hall, London.—Fiat dated Sept. 21.

**FRANCIS SANDON**, Rugeley, Staffordshire, cabinet maker, Oct. 29 and Nov. 11 at 11, Swan Hotel, Lichfield: Sols. Crabb, Rugeley; Smith, 22, Bedford-row.—Fiat dated Sept. 2.

**ADOLPHUS BLUMENTHAL**, Birmingham, wine merchant, Oct. 10 and Nov. 11 at 11, Waterloo-rooms, Birmingham: Sols. Suckling, Birmingham; Chilton & Acland, 7, Chancery-lane.—Fiat dated Sept. 26.

**RICHARD LEWIN**, Northampton, leather seller, Oct. 7 and Nov. 11 at 11, Angel Hotel, Northampton: Sols. Rands, Northampton; Crosse, 3, Essex-court, Temple.—Fiat dated Sept. 26.

**MEETINGS.**

*John Slater*, *R. B. Wyld*, and *James Slater*, Bradshaw, near Bolton-le-Moors, and Clayton-mills, near Manchester, bleachers, Oct. 13 at 2, Swan Inn, Bolton-le-Moors, ch. ass.—*Wm. MacMichael*, Bristol, merchant, Oct. 12 at 1, Commercial-rooms, Bristol, ch. ass.—*Robert Ind*, Cambridge, livery-stable keeper, Oct. 13 at 10, Red Lion Inn, Cambridge, ch. ass.—*Henry Dartnall*, Cam, Gloucestershire, clothier, Oct. 25 at 1, Old Bell Inn, Dursley, last ex.—*W. Nash*, Oldbury, Shropshire, grocer, Oct. 15 at 11, Waterloo-rooms, Birmingham, last ex.—*Charles Marshall*, Old Castle-st., Whitechapel, brewer, Oct. 24 at 11, Court of Bankruptcy, aud. ac.—*T. T. Johnson*, Wood-st., Cheapside, ribbon manufacturer, Oct. 24 at 1, Court of Bankruptcy, aud. ac.—*Wm. Nicholls*, Adam's-mews, Edgeware-road, livery-stable keeper, Oct. 24 at 2, Court of Bankruptcy, aud. ac.; at half-past 2, div.—*C. S. Heywood* and *Wm. Heywood*, Manchester, warehousemen, Oct. 24 at 10, Commissioners'-rooms, Manchester, and ac.; at 11, div.—*Thos. Burton*, Bramham, Yorkshire, shoemaker, Oct. 21 at 11, Commissioners'-rooms, Leeds, pr. d. and aud. ac.—*John Hewitt*, Liverpool, merchant, Oct. 21 at 2, Clarendon-

don-rooms, Liverpool, and ac.—*E. S. Boul* and *T. Addison*, Liverpool, stock brokers, Oct. 21 at 3, Clarendon-rooms, Liverpool, and ac.—*Wm. Gilroy*, Birmingham, ironmonger, Oct. 24 at 11, Waterloo-rooms, Birmingham, and ac.—*J. B. Partridge*, Birmingham, dealer in Birmingham and Sheffield wares, Oct. 24 at 12, Waterloo-rooms, Birmingham, and ac.—*James Wainwright*, Birmingham, wine and spirit merchant, Nov. 2 at 2, Waterloo-rooms, Birmingham, and ac.—*James Thornton*, Leicester, builder, Oct. 26 at 12, Castle of Leicester, Leicester, and ac.—*John J. Parker*, Manchester, and Salford, cotton spinner, Nov. 8 at 2, Commissioners'-rooms, Manchester, div. ; at 3, aud. ac.—*George Sherlock*, Liverpool, ship broker, Oct. 29 at 12, Clarendon-rooms, Liverpool, and ac.—*Wm. Douglas* and *J. M. Douglas*, Liverpool, merchants, Oct. 29 at 12, Clarendon-rooms, Liverpool, aud. ac.—*Norman M'Leod* and *C. B. Yarrow*, Liverpool, ship brokers, Oct. 22 at 2, Clarendon-rooms, Liverpool, aud. ac.—*Richard Leigh*, Manchester, warehouseman, Nov. 3 at 10, Victoria Inn, Wigan, and ac. ; at 11, div.—*C. G. Holdforth* and *J. Bald*, Liverpool, commission merchants, Nov. 3 at 12, Clarendon-rooms, Liverpool, aud. ac. ; Nov. 4 at 12, div.—*Robt. Nicholson*, Rise, Holderness, Yorkshire, dealer and chapman, Oct. 24 at 11, George Inn, Kingston-upon-Hull, aud. ac. ; at 12, div.—*Richard Willan*, Bollington, near Macclesfield, Cheshire, linen draper, Nov. 1 at 11, Commissioners'-rooms, Manchester, aud. ac. ; at 12, div.—*Joseph Adhead*, Manchester, merchant, Nov. 2 at 11, Commissioners'-rooms, Manchester, aud. ac. ; at 12, div.—*John Dale* and *Eli Atkin*, Manchester, manufacturing chemists, Oct. 24 at 11, Commissioners'-rooms, Manchester, aud. ac. ; at 12, div.—*Richard Rhodes Walker* and *Robt. J. Peel*, Manchester, warehousemen, Nov. 2 at 10, Commissioners'-rooms, Manchester, aud. ac. ; at 11, div.—*John Porter*, Northwich, Cheshire, tailor, November 4 at 12, Crown Inn, Northwich, aud. ac. ; at 1, div.—*John Groves*, Manchester, warehouseman, Oct. 24 at 11, Commissioners'-rooms, Manchester, aud. ac. ; at 12, div.—*John Gratix*, Preston, machine-maker, Nov. 2 at 11, Town-hall, Preston, aud. ac. ; at 12, div.—*P. Hansard*, Bristol, baker, Oct. 29 at 2, Commercial-rooms, Bristol, aud. ac. ; October 31 at 2, fin. div.—*Robt. Holt* and *John Givens*, Monkwearmouth, Durham, common brewers, Oct. 21 at 11, Bridge Inn, Sunderland, aud. ac. ; at 12, first and fin. div.—*Philip W. Hart*, Norwich, coach manufacturer, October 21 at 10, Beckwith & Co.'s, Norwich, aud. ac.—*Hugh Mackay*, Liverpool, and *A. F. Mackay*, Glasgow, merchants, Oct. 25 at 1, Clarendon-rooms, Liverpool, aud. ac. ; at 2, div.—*David Storm*, Cardiff, Glamorganshire, builder, Oct. 25 at 12, Westgate Inn, Newport, Monmouthshire, aud. ac.—*Wm. Cox Buchanan*, Dursley, Gloucestershire, money scrivener, Oct. 25 at 4, Old Bell Inn, Dursley, aud. ac. ; Oct. 26 at 11, div.—*Carey Henry Meivier*, Wotton-under-Edge, Gloucestershire, cloth-factor, Oct. 26 at 10, Old Bell Inn, Dursley, aud. ac.—*Samuel C. Snaede*, Wavertree, near Liverpool, timber-merchant, Oct. 22 at 1, Clarendon-rooms, Liverpool, aud. ac.—*Thomas Morris*, Newbridge, Glamorganshire, grocer, Oct. 25 at 12, Commercial-rooms, Bristol, aud. ac. ; Oct. 28 at 1, fin. div.—*Wm. H. King*, *Henry King*, and *David King*, Old-street-road, and Horn's-row, Shoreditch, coach-builders, Oct. 12 at 1, Court of Bankruptcy, div.—*Jas. Irvine*, Liverpool, salt broker, Nov. 5 at 12, Clarendon-rooms, Liverpool, aud. ac. ; at 2, div.—*Wm. Slater*, Marton, Whitegate, Cheshire, banker, Nov. 5 at 12, Clarendon-rooms, Liverpool, aud. ac. ; at 2, div.—*Daniel Andrews*, Great Budworth, Cheshire, salt merchant, Nov. 5 at 12, Clarendon-rooms, Liverpool, aud. ac. ; at 2, div.—*W. C. Pabrolough*, Liverpool, engineer, Oct. 27 at 1, Clarendon-rooms, Liverpool, aud. ac. ; at 2, first and fin. div.—*Joseph Stead*, Leeds, saddler, Oct. 21 at 11, Commissioners'-rooms, Leeds, aud. ac. ; at 12, fin. div.—*Robt. Shirley*, Kinfare, Staffordshire, worsted yarn manufacturer, Oct. 24 at 1, Lion Inn, Kidderminster, aud. ac. and fin. div.—*Richard Turner*, Northampton, shoe manufacturer, Oct. 27 at 12, Cross Keys Inn, Northampton, aud. ac. and fin. div.—*J. Smith*, Thorne, Yorkshire, draper, Nov. 4 at 11, Guildhall, Doncaster, aud. ac. and div.—*Thos. Singleton*, Kirkham, Lancashire, flax spinner, Nov. 2 at 11, Town-hall, Preston, aud. ac. ; at 12, div.—*Wm. Ridge*, *Chas. Ridge*, and *Wm. Newland*, Chichester, Sussex, bankers, Oct. 28 at 1, Dolphin Hotel, Chichester, aud. ac. ; at 3, div.—*Jos. W. Phipson*, Selly-hall, Northfield, Worcestershire, dealer in metals, October 25 at 11, Waterloo-rooms, Birmingham, aud. ac. ; at 12, fin. div.—*Noah Hingley*, Cradley, Worcestershire, and Liverpool, chain manufacturer,

Oct. 24 at 12, Waterloo-rooms, Birmingham, aud. ac. ; at 1, div.—*Amos Procter* and *Robt. Procter*, Kingston-upon-Hull, coach-proprietors, Oct. 25 at 10, George Inn, Kingston-upon-Hull, aud. ac. ; at 11, div.—*Wm. Vickers*, Holywell, Flintshire, nurseryman, Oct. 24 at 12, White Horse Hotel, Holywell, aud. ac. ; at 1, div.—*Jos. Barlow*, Lichfield, ironmonger, Nov. 4 at 11, Old Crown Inn, Lichfield, aud. ac. and div.—*Chas. Radenhurst*, Birmingham, innkeeper, Oct. 24 at 2, Waterloo-rooms, Birmingham, aud. ac. ; at 3, fin. div.—*Robt. Cornes*, Ashton-under-Lyne, Lancashire, ironmonger, Oct. 26 at 11, Waterloo-rooms, Birmingham, aud. ac. ; at 12, div.—*Arthur Court* and *Thos. Harrison*, Blackburn, Lancashire, cotton-spinners, Oct. 25 at 11, Town-hall, Preston, aud. ac. ; at 12, div.—*James North*, Leeds, merchant, Nov. 10 at 12, Commissioners'-rooms, Leeds, aud. ac. ; at 1, fin. div.—*Thos. Austin*, Armsley, Yorkshire, cloth manufacturer, Nov. 10 at 2, Commissioners'-rooms, Leeds, aud. ac. ; at 3, fin. div.—*Wm. Doxford*, Bishop Wearmouth, and Monk Wearmouth Shore, ship builder, October 21 at 1, Horner's Hotel, Sunderland, aud. ac. ; at 2, div.—*Jas. Gillies*, Hartlepool, Durham, ship-owner, Oct. 25 at 11, Vane Arms Inn, Stockton, aud. ac. ; at 12, div.—*Thomas Wilson*, Liverpool, fancy shawl dealer, Oct. 21 at 1, Clarendon-rooms, Liverpool, aud. ac. ; at 2, div.—*Geo. Shuckard*, Preston, Sussex, brewer, Oct. 22 at 4, Town-hall, Brighton, aud. ac. and fin. div.—*W. Statters* and *J. Statters*, Mellor, Lancashire, cotton-spinners, Nov. 2 at 11, Town-hall, Preston, aud. ac. ; at 12, fin. div.—*Henry Gibbs* and *John Gibbs*, Birmingham, button-makers, Oct. 24 at 11, Waterloo-rooms, Birmingham, aud. ac. ; at 12, fin. div.—*Chas. Caldwell* and *Thos. Smyth*, Liverpool, and *J. Forbes* and *Dani. Gregory*, London, bankers, Oct. 24 at 11, Clarendon-rooms, Liverpool, aud. ac. ; at 12, fin. div.—*Thos. Burbey*, *Richd. Lee*, and *Jas. Lee*, Portsmouth, bankers, Oct. 24 at 11, George Inn, Portsmouth, aud. ac. joint est. and div. sep. est. *Thos. Burbey*—*Jos. Blease*, Liverpool, and *James Wiseman*, jun., Island of St. Vincent, West Indies, merchants, Oct. 10 at 2, Clarendon-rooms, Liverpool, ch. ass. ; Oct. 26 at 11, aud. ac. ; at 12, fin. div. sep. est. *Jos. Blease* ; at 1, aud. ac. ; at 2, fin. div. joint est.—*Edmund Wilby*, Ossett, Yorkshire, cloth manufacturer, Nov. 5 at 12, Commissioners'-rooms, Leeds, last ex. and aud. ac. ; at 1, first and fin. div.—*John Wilkinson*, Leeds, grocer, Nov. 5 at 10, Commissioners'-rooms, Leeds, Yorkshire, aud. ac. ; at 11, first and fin. div.—*William Downing*, Sheffield, Yorkshire, draper, Oct. 31 at 12, Town-hall, Sheffield, Yorkshire, aud. ac. ; at 1, div.—*Mark Anthony Hartnell*, Rodborough, Gloucestershire, common carrier, Oct. 24 at 11, George Inn, Stroud, aud. ac. ; at 12, div.—*R. Holden*, Leamington-priors, Warwickshire, ironmonger, Oct. 22 at 12, Town-hall, Sheffield, aud. ac. ; at 1, fin. div.—*T. Tatham*, Burton in Lonsdale, Yorkshire, lime burner, Nov. 4 at 11, Guardians'-room, Settle, aud. ac. and div.—*P. Clarke*, Kingston-upon-Hull, merchant, Oct. 24 at 11, George Inn, Kingston-upon-Hull, aud. ac. ; at 12, div.—*Charles Jas. Williams* and *Edward Nevill*, Birmingham, coffin furniture makers, Oct. 24 at 1, Waterloo-rooms, Birmingham, aud. ac. ; at 2, first and fin. div.—*Robert Inall*, Brighton, Sussex, coach builder, Oct. 22 at 2, Town-hall, Brighton, aud. ac. and div.—*Thos. Bennett*, *Levi Hammond*, and *Wm. Bennett*, Kidderminster, Worcestershire, timber merchants, Oct. 24 at 11, Black Horse Inn, Kidderminster, aud. ac. ; at 12, fin. div.—*James Edisbury*, Holywell, Flintshire, grocer, Oct. 24 at 11, White Horse Inn, Holywell, aud. ac. ; at 12, fin. div.—*Wm. New Beattie*, Gosport, Southampton, coal merchant, Oct. 24 at 1, Star Inn, Gosport, aud. ac. ; at 2, first and fin. div.—*R. Field*, Moreton in the Marsh, Gloucestershire, corn merchant, Oct. 21 at 10, Red Lion Inn, Banbury, Oxford, aud. ac. ; at 12, fin. div.—*C. Wilson*, Wickhambrook, Suffolk, innkeeper, Oct. 24 at 11, Six Bells Inn, Bury St. Edmunds, aud. ac. ; at 12, fin. div.—*Chas. Crickmay*, Portsmouth, Hampshire, gun manufacturer, Oct. 24 at 12, George Inn, Portsmouth, aud. ac. ; at 1, div.—*Robt. Scampton*, Coventry, grocer, Oct. 22 at 2, Craven Arms Hotel, Coventry, aud. ac. ; at 3, fin. div.—*John Sparham*, Troston, Suffolk, miller, Oct. 24 at 1, Globe Inn, Bury St. Edmunds, aud. ac. ; at 2, div.—*Ed. Emerson*, Manchester, thread manufacturer, Nov. 9 at 2, Commissioners'-rooms, Manchester, pr. d. ; at 3, aud. ac. and div.—*John Austin*, Manchester and Hulme, coach proprietor, Nov. 7 at 2, Commissioners'-rooms, Manchester, pr. d. ; at 3, aud. ac. and div.—*Ben Parkin*, *Dav. Camm*, and *Jos. Farrar*, Birstall, Yorkshire, cotton doublers, Nov. 2 at 12, Commissioners'-rooms, Leeds, pr. d. ; at 1, aud. ac. and div.—*Chris. Webster*,



sen., Hulme, Manchester, banker, Nov. 5 at 4, Commissioners'-rooms, Manchester, pr. d.; at 5, aud. ac. and div.—*Edw. Wright*, Manchester, commission agent, Nov. 5 at 4, Commissioners'-rooms, Manchester, pr. d.; at 5, aud. ac. and div.—*Wm. Charnley*, Liverpool, merchant, Oct. 25 at 11, Clarendon-rooms, Liverpool, pr. d.; at 12, aud. ac. and div.—*Wm. Honyfield*, Manchester, commission merchant, Nov. 4 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Jos. Lawless*, Manchester, commission agent, Oct. 25 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*Geo. Brocklehurst*, *Hen. Dircks*, and *John B. Nelson*, Liverpool, millwrights, Oct. 24 at 1, Clarendon-rooms, Liverpool, div. joint est.; at 2, div. sep. est. *H. Dircks*; at 3, div. sep. est. *G. Brocklehurst*.—*J. Thompson*, Sunderland, anchor manufacturer, Oct. 21 at 3, Horner's Hotel, Sunderland, div.—*John Molinews*, sen., Liverpool, professor of music, Oct. 26 at 1, Clarendon-rooms, Liverpool, first and fin. div.—*Eliz. Havard*, Swansea, Glamorganshire, Oct. 28 at 1, Commercial-rooms, Bristol, first and fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Oct. 21.*

*Edw. Thos. Murray*, Church-street, St. Mary, Newington, Surrey, leather seller, and George-st., Bermondsey, japanner.—*Thos. Snowden*, North Shields, Northumberland, grocer.—*Wm. Tyndridge*, Swindon, Wiltshire, grocer.—*Thos. Wilson* and *Wm. Wilson*, Manchester, hat-trimming manufacturers.—*Wm. Williams*, Much Cowarne, Herefordshire, corn dealer.—*Fred. Clark*, Portman-st., Portman-sq., auctioneer.

#### FIAT ANNULLED.

*Geo. E. Rothe*, New Broad-st., London, and Victoria-road, Picnic, merchant.

#### PARTNERSHIP DISSOLVED.

*Geo. Brace* and *Thos. Brace*, Surrey-st., Strand, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*John Taylor*, Cambusbarron, near Stirling, manufacturer.—*Wm. Crawford*, Dundee, ironmonger.—*John Hutchinson*, Leith, merchant.—*Arch. Duncan*, Tradeston, Glasgow, slater.—*John Elliot*, Edinburgh, merchant.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before a Commissioner on Circuit:—*

*Court-house, KINGSTON-UPON-HULL, Oct. 22 at 10.*

*Jas. Wharton*, Kingston-upon-Hull, licensed victualler.—*Moses Cherry*, Kingston-upon-Hull, shipwright.—*Jos. Elvin*, Kingston-upon-Hull, out of business.—*Edw. Colton*, Kingston-upon-Hull, whip makers.—*Dan. Cherry*, Kingston-upon-Hull, shipwright.—*Jas. Bridge*, Kingston-upon-Hull, dealer in boots.—*John Terry*, Hull, out of business.—*John Hornsey Shepherd*, master of the ship Dauntless, Hull.—*W. Turgoose*, Kingston-upon-Hull, out of business.—*Jas. Watkinson*, Hull, out of business.—*Thos. Wood*, Hull, out of business.—*Henry Pool*, Hull, out of business.—*Benj. Walker*, Brotherton, near Pontefract, river sloopman.—*Edwin Horatio Tarn*, Willerby, Hull, out of business.—*H. Horrox*, Hull, cabinet maker.—*John Petfield*, Hull, wheelwright.—*William Howlett*, Hull, painter.

*Court-house, DOVER, Kent, Oct. 24 at 10.*

*Thos. P. Turner*, Deal, boat owner.—*Sim. Willey*, Deal, gardener.—*Wal. Derby*, Margate, dealer in coals.—*William Owendon*, Marsh-bay, near Margate, bricklayer.—*Hen. Croly*, Dover, captain in the 63rd regiment of foot.

*Court-house, OXFORD, (County), Oct. 22 at 10.*

*Jos. Simmons*, Summer-town, near Oxford, tailor.—*Sam. Heritage*, Oxford, slater.—*John Allen*, Oxford, land surveyor.—*Rob. Brookes*, Bampton, plumber.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Charles Jos. Mears*, Fortune's, 13, Portugal-st., Lincoln's-inn-fields: 2½d. in the pound, in addition to former dividends of 7s. 2d.

#### MEETING.

*Jacob Gee*, Grislhurst, Birtle-cum-Bamford, near Bury, Oct. 17 at 11, Commercial Inn, Rochdale, sp. aff.

By an Order in Council, Parliament is further prorogued from the 6th day of October, to the 10th day of November next.

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LONDON, OCTOBER 8, 1842.

We are glad to be able to present to our readers the material provisions of the Bill brought in during the late session of Parliament for amending the law relating to registration. It is intitled "A Bill to amend the Law which regulates the Registration and Qualification of Parliamentary Electors in England and Wales;" and in conformity with its title, it addresses itself not merely to the mode of registration and of adjudicating on claims to the parliamentary franchise, but to the qualifications which are henceforth to be necessary for conferring the title to such franchise.

It commences by repealing so much of the Reform Act as relates to the formation in future of a register of voters; and then proceeds to re-enact the principal part of the regulations prescribed by that act, with, however, some important modifications. For instance, in opposition to the provisions of the Reform Act, it proposes that, where the place of abode of a voter shall not be within the polling district of the parish or township to which the list of voters containing his name relates, he shall be entitled to vote at the polling place of the district in which his place of abode may be situate; and that if his place of abode shall not be within the county or part of a county for which he votes, he may vote at such other polling place as he may select; provided he makes and establishes his claim to that effect before the Revising Barrister.

Another important alteration is that which relates to the liability of the town-clerks of cities or boroughs, and the secondaries and clerks of the companies of the city of London, to give information to the Revising Barristers. By the Reform Act, (sect. 50), those functionaries were to attend the Revising Barristers, and to answer upon oath all such questions as the Barrister might put to them touching any matter necessary for revising the lists. In addition to this it is proposed

by the new Bill, sect. 39, that they shall produce to the Revising Barrister "all documents, papers, or writings in their custody or power."

The words of this clause seem scarcely sufficient to carry out the apparent intention. We presume the object of giving such additional power to the Revising Barrister, is to enable him to sift the validity of claims made in cities, by persons claiming, whether under or through the corporations, or as strangers to them, when those claims depend upon documents belonging to such corporations. But supposing it in any particular case to be the interest or wish of any of the public bodies alluded to, to withhold from the Revising Barrister the inspection of any documents belonging to it; and supposing that, for that purpose, it takes such documents out of the custody or possession of its clerk;—how, under the words of this section, could the Revising Barrister enforce the production of the desired document? How, in other words, can the documents belonging to a public body be said to be in the *power* of its clerk, if they are not in his actual custody or possession? One can understand the artificial rule, which says, that the owner of deeds has them in his "custody, possession, or *power*," when they are actually in the possession of his agent; because, the owner having a legal right to demand them, has them constructively in his *power* at least, if not in his *custody*. But a town-clerk has no legal right to demand the possession of any of the deeds of his employers, except such as they think fit to commit and continue in his care, and cannot possibly therefore have any *power*, distinct from actual custody or possession. The result seems to be, that, so far as regards the elucidation of claims, by production of the documents belonging to the public bodies named in this section, it will be in the power of such bodies, by a little contrivance, entirely to defeat it.

Another material proposition is to be found in the 42nd clause, which provides, "that where any person

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whose name appears on any list of voters for any county, riding, parts, or division of a county, shall be objected to, on the ground of having changed his place of abode without having sent in a fresh notice of claim, it shall be lawful for the Barrister, on revising the list, to retain the name of such person on the list of voters; provided that such person shall prove that he possessed the same qualification in respect of which his name has been inserted in such list, and shall also supply his true place of abode." Hitherto, as our readers are aware, there have been doubts on the effect of change of abode, though the opinion most generally adopted has been, that it is a bar to the claim of the voter if he has not sent in a fresh claim.

The next alteration deserving notice, is that relating to the infliction of costs by way of punishment, on those who either assert claims on their own behalf, or object to the claims of others, without any reasonable ground. It has always been one of the grievances loudly complained of under the Reform Act, that persons making unfounded claims or frivolous objections before the Revising Barristers, could not be reached by any punishment in the shape of costs within the powers of the court. This defect it is proposed now to remedy by the 49th section of the New Registration Bill, which gives to the Barrister power to give costs, not exceeding 20s., against any person claiming, without any *reasonable or probable ground* for his claim; or objecting to the claim of another, and either not appearing by himself or by his agent in support of his objection; or not satisfying the Barrister that he had any *reasonable or probable cause* for his objection. Of the importance of this clause in tending to remove the very prevalent abuse of wholesale claims and objections, made, not only without any shadow of a ground, but without even any intention of supporting them, it is impossible to doubt. But we are not quite satisfied that the clause is as precise and definite as it might be. What is a *reasonable* ground for making a claim or an objection, is intelligible. The term *reasonable*, as applied to such subjects, has a sort of technical meaning, and means capable of being supported on grounds consistent with the generally understood maxims of law and rules of evidence. As to that expression therefore in the Bill, if it should pass into law, there may be no conflict of opinion among the Revising Barristers. But what is meant by a *probable ground* for a claim, or a *probable cause* for an objection, it is not so easy to understand. There is no standard, legal or vulgar, for measuring what is a *probable* ground for a claim or an objection. That ground which to one mind may appear highly probable, may to another be just the reverse; and is the Barrister to measure the probability by reference to his own mind, or to that of the claimant or objector? If the former, there will *probably* be as many varying decisions as there are Revising Barristers; if the latter, the Revising Barrister must first have evidence of the quality of mind of the party claiming or objecting, before he can determine whether there was *probable* ground for the claim or objection. We should think that the clause would be much improved by striking out all reference to *probabilities*, and confining the ground of awarding costs to the *unreasonableness* of the claim or objection.

We must not omit also, in noticing the improvements

of detail proposed by this bill, to mention the abolition of the obnoxious one-shilling clause of the Reform Act. It may seem to persons of magnificent ideas on the subject of pecuniary expenditure, and of antique virtue on the subject of patriotism, that the state has but little interest in preserving the franchise of him who would not expend of his own substance to substantiate and preserve it, the very modest sum of one shilling. But experience has shewn that innumerable are the votes lost to the state by the hatred of this detested shilling; and without attempting to analyse the solidity of that political virtue, which will rather remain wholly quiescent, than pay so small a sum to burst into splendour, we may record our acquiescence in the prudence which has dictated to the framers of this bill, to withdraw from the exercise of the elective franchise a pressure, which conscientious scruples in some cases, and extreme worldly prudence in others, have practically magnified into a prohibition.

Descending from the heights of the shilling clause, we will observe next, that by the 72nd section it is proposed, with regard to mortgagees, to confine the right of voting to such mortgagees as shall have been for the requisite time in the actual possession or receipt of the rents and profits; and that where they shall not have been so, the mortgagor in possession or receipt of the rents and profits to his own use, shall vote. And with regard to trustees, it is proposed that no trustees shall vote for any trust estate; but that the cestui que trust, if in possession, or in receipt of the rents and profits to his own use, though he may receive the same through the hands of the trustee, shall and may vote, notwithstanding the trust.

We come now to the most material part of the bill, viz. those clauses which remodel the Registration Courts. By those it is proposed, that there shall be a certain number of Barristers appointed of not less than three years' standing, by the Lord Chief Justice of the Queen's Bench and the senior Judge of each circuit, to transact the business of the primary or subordinate Registration Courts. The number of Revising Barristers is not to exceed, for the county of Middlesex, including the cities of London and Westminster and the boroughs in the county of Middlesex, 3; the Home Circuit 9; the Western Circuit 13; the Oxford Circuit 12; the Midland 12; the Norfolk 8; the Northern 14; the North-West Circuit 7; and the South-West Circuit 6. Except as far as we have already noticed, and except in so far as regards the reduced number of the barristers as compared with the surface of country over which their jurisdiction will extend, the Bill does not appear materially to alter the functions of the Revising Barristers.

It is then proposed to constitute a Court of Appeal, consisting of three Barristers, to be appointed by the three Chiefs of the Courts of Common Law. These three Appeal Judges are to hold their offices during good behaviour, and to sit as a Court of Appeal in London or Westminster immediately after the termination of the business of the Revision Courts, on points of law only, to be stated in a case by the Barrister from whose decision the appeal is made. It is not quite clear, from the clauses prescribing the appointment of the Judges of Appeal, whether they are to be exclusively devoted to their duties as Judges, or whether

they will be still at liberty to practise as Barristers; nor is it clear whether an appeal will lie on the ground of improper reception of evidence. On both these points we should think it desirable that the intention of the Act should not be left to inference.

We have now we believe stated the principal points of importance in the new Bill, which is certainly in our opinion the best Bill of the kind that has yet been brought forward. At the same time, there are several of the clauses to which we have referred, which seem to us to require a very critical examination, before they can be pronounced free from ambiguity and doubt; and on these, as the subject is important, we shall probably take the liberty of commenting in some future Number. In the present we find we are already transgressing the limits of the space allotted to this portion of THE JURIST.

#### ON THE VALIDITY OF UNSEALED LICENSES RELATING TO LAND.

In the case of *Taylor v. Waters*, (7 Taunt. 384, 2 Marsh. 551), the question arose whether the purchaser of a ticket of admission to a theatre had any remedy if admission was refused to him, the contract not being by deed; and it was held that he had. But the correctness of that decision has been denied; and it has been contended, that the rule, that an easement cannot be granted except by deed, applies at law even to the most trifling contract which purports to confer a right to the use of land distinct from the ownership or possession, though but for a single hour. This is evidently a very important question, and deserves to be examined at length. We shall first state all the cases that are usually cited on the side of *Taylor v. Waters*.

In *Web v. Paternoster*, (Palm. 71; Poph. 151; 2 Roll. 143), the owner of a close by parol gave the plaintiff license to stack hay upon it until he should be able conveniently to sell the hay. The owner of the close then leased the land to the defendant, who without notice to the plaintiff put in cattle which ate the hay, for which trespass was brought. It was held, against the opinion of Dodderidge, J., that the license was not countermandable; but, as the plaintiff had not used due diligence in selling, judgment was given for the defendant. This case occurred before the Statute of Frauds; but though the dictum might well be supported, on the ground that the license was a grant of the occupation of the land, and not of a mere easement over it, (see 4 Mee. & W. 543), it is evident that the court did not so regard it. The question whether the license was bad as a grant of an easement without deed, was not raised.

In *Wood v. Lake*, (Sayer, 3; 2 Marsh. 580), a parol agreement was made, that the plaintiff should have the liberty of stacking coals upon part of a close belonging to the defendant, for the term of seven years, and that during that term he should have the sole use of that part of the close; and the plaintiff being ejected after three years' enjoyment, brought his action on the case. Lee, C. J., and Denison, J., said, that this agreement was good for seven years; and that in *Web v. Paternoster*, it was laid down, that the grant of a license to stack hay does not amount to a lease of the land; and although it be in

that case said, that such a license, provided the grant be for a time certain, is irrevocable, it by no means follows that an interest in the land does thereby pass. As the agreement in the present case was only for an easement, and not for an interest in the land, it did not amount to a lease, and consequently it was, notwithstanding the Statute of Frauds, good for seven years. Foster, J., inclined to think that it came within the words "any uncertain interest in land;" but it was held after consideration, that the license was good for seven years. The objection, that to a grant of an easement a deed was necessary independently of the Statute of Frauds, does not seem to have occurred; but the decision, that the agreement for the exclusive occupation of the land did not amount to a lease, is so obviously erroneous, that we need not hesitate to deny the authority of this case. (See *Rex v. Standon*, 2 M. & S. 467; *Rex v. Horndon*, 4 Id. 565).

In *Winter v. Brockwell*, (8 East, 308), the action was brought for a nuisance, by obstruction of light and air, caused by the erection of a skylight over the defendant's own ground; and a parol license to erect the skylight was held a good defence. Lord Ellenborough thought it very unreasonable that a license which had been acted upon should be recalled; and he relied on a dictum in *Web v. Paternoster*, that a license executed is not countermandable. This was a decision therefore, not that an easement may be created, but that it may be waived by parol; but no such distinction was taken by the court. The same point occurred in *Liggins v. Inge*, (5 Moo. & P. 712), and was determined in the same manner. There the plaintiff's father by parol authorized the defendant to lower the bank of a river and to erect a weir on the defendant's land, thereby diverting a part of the water which before flowed to the plaintiff's mill. The father afterwards countermanded the license; but it was held (against a very able argument for the plaintiff) that the plaintiff could not maintain an action on the case against the defendant for continuing the weir. Tindal, C. J., delivered judgment at considerable length, relying chiefly on the inconvenience which would result from a contrary decision. "Suppose," said his Lordship, "A. authorizes B. by express license to build a house on B.'s own land, close adjoining to some of the windows of A.'s house, so as to intercept part of the light, could he afterwards compel B. to pull the house down again, simply by giving notice that he countermanded the license? Still further, this is not a license to do acts which consist in repetition, as to walk in a park, to use a carriage-way, to fish in the waters of another, or the like; which license, if countermanded, the party is but in the same situation as he was before it was granted; but this is a license to construct a work which is attended with expense to the party using the license, so that after the same is countermanded, the party to whom it was granted may sustain a heavy loss." The answer to the argument from inconvenience is, that there is a remedy in equity, and that the question is merely technical, and arises on the law of real property, which it is well known does not, in courts of law, admit of any argument as incommmodate. If a party chooses to pay money for a defective conveyance, he has no remedy at law. The observation that the license was not to do acts which consist in repetition, is evidently ill-founded, for the obstruction of an easement, by permitting an erection to remain, is as much a continuing act as neglect to repair is a continuing breach of a covenant to repair.



(See *Hewlins v. Shippam*, cited *infra*). His Lordship concluded in these words: "Upon authority, this case appears to be already decided by that of *Winter v. Brockwell*, which rests on the judgment in *Web v. Paternoster*. We see no reason to doubt the authority of that case, confirmed as it has since been by the case of *Taylor v. Waters*, in this court, and recognised as law in the judgment of Mr. Justice Bayley, in the case of *Hewlins v. Shippam*, in the Court of King's Bench." His Lordship in another part of his judgment said, "There is nothing unreasonable in holding, that a right which is gained by occupancy may be lost by abandonment." But the right is never held to have been gained by the occupancy, but only to have been proved by it; previously to the recent Statute of Prescriptions, occupancy was nothing more than a circumstance from which a grant by deed might be presumed; and such presumption might have been rebutted by other circumstances. If an easement or other incorporeal hereditament cannot be granted without deed, it cannot be transferred or released without deed, for, "nihil tam conveniens est naturali æquitati quam unumquodque dissolvi eo ligamine quo ligatum est." (6 Rep. 43; see Touchst. 232; Br. Ab. "Grants," pl. 38; *Mason v. Hill*, 1 Nev. & M. 747; 5 B. & Adol. 1). It might seem that the doctrine of *Moore v. Rawson*, (3 B. & C. 332; 5 D. & R. 234), as to the abandonment of easement, supports the decision in *Liggins v. Inge*. The difference however between the two cases is obvious: an easement, being accessory to a tenement, is lost when the tenement is destroyed, or its identity changed, as in *Moore v. Rawson*; but in *Liggins v. Inge* and *Winter v. Brockwell*, no change was made in the dominant tenement. In *Bradley v. Gill*, (Lutw. 69), a plea of a parol license to settle in the neighbourhood and carry on a noisy trade was held bad.

In *Taylor v. Waters*, the facts were, that T., the lessee of the Opera House, having assigned all his interest in the premises to trustees for creditors, continued to manage the theatre, and by deed bargained and sold to J. G., his executors, administrators, and assigns, six tickets of admission, and granted to the respective bearers thereof to be admitted gratis for twenty-one years or seasons, with power to sell and dispose of the same. A purchaser of one of these tickets being by direction of the trustees refused admission by the then-acting manager, it was held, that he could sustain an action on the case against him, although it was objected that the grant of the ticket was void for want of an authority by deed from the trustees of the legal estate to the grantor. Gibbs, C. J., said: "The answer to this objection is, that this was not an interest in land, but a license irrevocable, to permit the plaintiff to enjoy certain privileges thereon, and was not required to be in writing by the Statute of Frauds, though it extended beyond the term of three years, and consequently might be granted without a deed; and that though T. had affected to grant this by deed, it was binding on the trustees, not as their deed, but as a license authorized by them. In support of this doctrine, the following authorities are found." His Lordship then cited the cases already mentioned, and proceeded: "These cases abundantly prove that a license to enjoy a beneficial privilege on land may be granted without deed, and notwithstanding the Statute of Frauds, without writing."

Lastly, in *Wood v. Manley*, (3 Per. & D. 5; 11 Adol. & Ell. 34), ricks of hay and corn were sold to the defendant under a distress for rent; and one of the conditions of sale, to which the plaintiff (the tenant) assented, was, that the ricks might remain on the premises until Lady-day, and that the purchasers might have the use of the plaintiff's barn whenever they pleased to threaten the corn, and might enter on the premises as often as they thought proper to remove the hay and corn. In January, the plaintiff gave the defendant a written no-

tice not to enter on his land, and he locked the gate to the close on which the corn was standing. The action was brought for a trespass by breaking the gate and removing the corn. The issue raised on one of the pleas was, that the defendant peaceably entered by the license of the plaintiff; and upon this issue, under the direction of the judge at the trial that the plaintiff's assent to the conditions of sale amounted to an irrevocable license, the jury found a verdict for the defendant, which, upon motion for a new trial, the court refused to disturb. Lord Denman, C. J.—"The argument for the plaintiff goes this length: that if I sell goods to a party who is by the terms of the sale to be permitted to come and take them, and he pays me, I may afterwards refuse to let him take them. The law countenances nothing so absurd as this: a license thus given and acted upon is irrevocable." Patteson, J.—"*Taylor v. Waters* shews that a license to use a seat at the Opera House, paid for, and acted upon by sitting there, cannot be countermanded."

We now come to the authorities on the other side, of which the earlier ones will be found in the judgment of the court in *Hewlins v. Shippam*, stated below. In *Fentiman v. Smith*, (4 East, 137), the plaintiff, in an action on the case for obstructing a watercourse, declared upon his possession of a mill with the appurtenances, and that by reason of such possession he had a right to the use of water running in a certain tunnel to the mill. It appeared, that the tunnel was made across an old road purchased by the defendant, eight years before, for a guinea, who agreed, for the same price, to let the plaintiff lay the tunnel there, and assisted in making it. The guinea was afterwards tendered, but the defendant refused to allow the tunnel to remain, and made the obstruction complained of. It was held, that the declaration was not sustained by the evidence, for the license was revocable at any time.

In *Hewlins v. Shippam*, 5 B. & Cr. 221; 7 D. & R. 783), A. having rebuilt an inn, of which he was owner, obtained leave by parol from B., the owner of adjoining premises, to construct a drain in B.'s land, in consideration of A.'s raising chimneys for B., and paving his yard, which was done, and the drain constructed. An action being brought for obstructing the drain, Graham, B., nonsuited the plaintiff, on the ground that the license, being by parol, was revocable under the Statute of Frauds; and this decision was supported by the Court of King's Bench, on the ground, that the license was void at common law for want of a deed. The judgment of the court, delivered by Bayley, J., contains so much learning, that we shall give it nearly at length. After shewing that the declaration, in effect, alleged a grant of a freehold interest, the learned judge proceeded—"When the inconveniences such a drain may occasion, from smells and the necessity of cleaning it, are considered, it is almost impossible to suppose that the defendant meant to run all risks, and allow the parties an absolute interest so long as the defendant should continue in possession, or so long as it should be requisite &c. But suppose this had been the intention, can such an interest be created by parol? A right of way, or a right of passage for water, (where it does not create an interest in the land), is an incorporeal right, and stands upon the same footing with other incorporeal rights, such as rights of common, rents, advowsons, &c. It lies not in livery, but in grant; and a freehold interest in it cannot be created or passed (even if a chattel interest may, which I think it cannot) otherwise than by deed. *Termes de la Ley*, a book of great antiquity and accuracy, defines an easement to be a privilege that one neighbour hath of another by charter or prescription, without profit; and it instances, 'as a way or sink through his land, or such like.' In *Co. Litt.* 9. a., Lord Coke distinguishes between corporeal things, which lie in livery, and incorporeal, which lie

in grant, and cannot pass but by deed, as advowsons, commons, &c., and it seems to be his opinion, that (except in certain specified cases) where livery is necessary as to the one, a deed is necessary as to the other. The same may be collected from the passage already cited from Co. Litt. 42. a. In Co. Litt. 169, the excepted case of parceners is mentioned; and there it is said, that though the common of estovers or pasture, or a corody or a way lie in grant, they may, upon partition *between the parceners, be granted without deed*. So both Littleton and Lord Coke state, in the same part, that a rent may be granted in the case of parceners for owelty of partition without deed; and Lord Coke notices, that rents, commons, advowsons, and the like, that lie in grant, though they cannot pass without deed, may be divided between parceners by parol without deed. Chattels, whether real or personal, may in general be granted without deed; (Sheppard's Touchstone, 232); and in the case of things lying in livery, a demise thereof may be made for any number of years at common law without deed, but Lord Coke, in Co. Litt. 85. a., makes a distinction between original chattels and chattels created out of a freehold lying in grant, that the former may pass without deed, the latter cannot be created or pass without it; and whether there is a distinction in this respect between chattel interests created out of freeholds lying in livery, and freeholds lying in grant, (*which I think there is not*), it is not necessary to decide, because this is the case of a freehold, not of a chattel interest. Sheppard, in his Touchstone, 231, lays it down, that a license or liberty (amongst other things) cannot be created and annexed to an estate of inheritance or freehold without deed. In 2 Rolle's Abr. 62, it is laid down, that a thing lying merely in grant cannot pass without deed. In 9 Co. 9, it is said arguendo, that tenant for life cannot, *by word without deed*, have the privilege of being punishable for waste; and that position is adopted in Shepp. Touchst. p. 231. In Gilbert's Law of Evidence, p. 96, 6th ed., this is laid down: "If a man shews title to a thing lying in grant, *he fails if the seal be torn off from his deed*, for a man cannot shew a title to a thing lying in solemn agreement but by solemn agreement, and there can be no solemn agreement without a seal, so that possession alone is not sufficient, since the thing itself does not lie in possession, but in agreement; therefore, a man cannot claim a title to a watercourse, *but by deed and under seal*." *Bolton v. The Bishop of Carlisle* (2 H. Bl. 259) is at variance with the position laid down by Lord Chief Baron Gilbert, that the party fails *if the seal be torn off the deed*. It was decided in that case, that if the deed be destroyed, the evidence may be given to shew that the thing was once granted. The general position, however, that a man cannot claim title to a thing lying in grant but by deed, was not questioned in that case. In *Mont v. Butler*, (Cro. Jac. 574), where the plaintiff in replevin answered an avowry for damage feasant by a plea of license from a commoner, who had right for twenty beasts, it was objected, that if the commoner could license, he could not do so without deed, and of that opinion was the whole court. In *Ramsey v. Rawson*, (1 Vent. 18, 25), the objection to such a license on the account of its not being stated to be by deed, after verdict for the plaintiff on a collateral issue, was overruled, because the license was only to take the profit unicà vice, and because no estate passed by it; yet, in a subsequent case of *Hoskins v. Robins*, (2 Vent. 123, 163; 2 Saund. 327), a similar objection was overruled, not on the ground that a parol license would be sufficient, but on the ground that the objection to the mode of pleading the license was waived by an issue on a collateral point, and that, after verdict on such issue, it must be taken that the license was by deed; but according to the report in Saunders, Hale, C. J., and the court, seemed to be of opinion, that the license could not be granted without

deed. In *Harrison v. Parker*, (6 East, 154), where liberty and license, power and authority, were granted to the plaintiff and his heirs to build a bridge across a river, from plaintiff's close to a close of Sir J. Warren, and liberty and license to plaintiff to lay the foundation of one end in Sir J.'s close, the grant was by deed; and in *Fentiman v. Smith*, (4 East, 107), where the plaintiff claimed to have passage for water by a tunnel over defendant's land, Lord Ellenborough lays it down distinctly, 'The title to have the water flowing in the tunnel over defendant's land could not pass by parol license without deed.' Upon these authorities, we are of opinion that, although a parol license might be an excuse for a trespass till such license were countermanded, *a right and title to have passage for the water for a freehold interest required a deed to create it*; and that, as there has been no deed in this case, the present action, which is founded on a right and title, cannot be supported. The case of *Winter v. Brockwell*, (8 East, 309), which was relied upon on the part of the plaintiff, appears clearly distinguishable from the present. All that the defendant then did he did *upon his own land*. He claimed no right or easement upon the plaintiff. The plaintiff claimed a right and easement against him, viz. the privilege of light and air through a parlour window, and a free passage for the smells of an adjoining house through defendant's area; and the only point decided there was, that, as the plaintiff had consented to the obstruction of such his easement, and had allowed the defendant to incur expense in making such obstruction, he could not retract that consent without reimbursing the defendant that expense\*. But that was not the case of the grant of an easement to be exercised upon the grantor's land, but a permission to the grantee to use his own land in a way in which, but for an easement of the plaintiff's, such grantee would have had a clear right to use it. *Web v. Paternoster*, *Wood v. Lake*, and *Taylor v. Waters*, were not cases of freehold interest, and in none of them was the objection taken, that the right lay in grant; and therefore could not pass without deed. These, therefore, cannot be considered as authorities upon the point; and on these grounds, therefore, that the right claimed by the declaration is a freehold right, and that if the thing claimed is to be considered as an easement, not an interest in land, such a right cannot be created without deed, we are of opinion that the nonsuit was right."

In the next case, *Bryan v. Whistler*, (2 M. & R. 318; 8 B. & C. 288), it was held that an exclusive right of burial in a vault could not be granted without deed; and in *Cocker v. Couper*, (1 C. M. & R. 418), the decision in *Hewlins v. Shippam* was followed under very similar circumstances, except that the license was given by a tenant for years, and therefore could not be said to be for a freehold interest. In *Wallis v. Harrison*, it was held that a parol license to make a way over land, not executed, was countermandable at any time, and did not excuse a trespass after the land had passed into the possession of a third person, the change of ownership of itself putting an end to the license. The court distinguished the case of *Winter v. Brockwell*, (erroneously, according to the cases already cited), on the ground that there the license was executed, expense having been incurred on the strength of it.

The distinction with regard to grants of incorporeal rights, between a right of a freehold nature, and a right for term of years only, which was suggested but not approved of by Bayley, J., in *Hewlins v. Shippam*, was expressly negatived in the case of *Bird v. Higginson*, (4 Nev. & M. 505), where the plaintiff by writing not under seal demised to the defendant a messuage, with free and exclusive right for the defendant, his friends &c., to hunt, hawk &c., in, over, and upon a manor of

\* The decision was, that he could not retract his consent on any terms.

the plaintiff, from August to February following, at an entire rent. In an action of assumpsit for rent, it was held that the demise was void as to the right of sporting, for want of a deed; and the reservation of rent, being partly in respect of a subject of demise which failed, was void in toto\*; and that the declaration not being properly framed for the purpose, the plaintiff could not recover for use and occupation. It was of course never doubted that a chattel interest in an *existing* incorporeal hereditament could not be created without deed. (See *Shep. Touch.* 229; *Duke of Somerset v. Fogwell*, 8 D. & R. 747; 5 B. & C. 875; *Gardiner v. Williamson*, 2 B. & A. 336). So in *Touch.* 230, it is laid down, that "if a rent-charge be granted unto me for years, I may not grant this rent over without deed."

In the most recent case on this subject, *Williams v. Morris*, (8 Mee. & W. 488), the purchaser of goods on a farm, endeavoured to make out a case of license similar to that in *Wood v. Manley*, but there was no evidence to shew any special agreement. Parke, B., however said, "With respect to the cases which have been cited, much doubt, as I have already observed, has been thrown upon their authority in a recent work of great ability and learning; (Gale & Whately on Easements); and it certainly strikes one as a strong proposition to say that such a license can be irrevocable, unless it amount to an interest in land, which must therefore be conveyed by deed." (See *Jones v. Reynolds*, 6 Nev. & M. 441).

In *Musket v. Hill* (7 Scott, 855) it was held that the benefit of a license to dig for minerals was assignable at law.

The authorities being thus evenly balanced, we must resort to principle; which the learned reader will easily perceive at once decides against the above-cited case of *Wood v. Lake*, *Winter v. Brockwell*, and *Leggins v. Inge*, and in favour of *Fentiman v. Smith*, *Hewlins v. Shippam*, *Bryan v. Whistler*, *Cocker v. Cooper*, and *Bird v. Higginson*. There is more apparent difficulty in the cases of *Taylor v. Waters* and *Wood v. Manley*. Messrs. Gale & Whately lay it down, that an easement can only be claimed as accessory to a tenement; there must be a *dominant* as well as a *servient* tenement; and for this position two authorities are cited, a dictum of Shars, J., in 21 Ed. 3, 2, pl. 5, which only goes to this—that for a way to a tenement granted to a stranger no assize would lie; and a dictum of Littledale, J. (*Bailly v. Appleyard*, 3 Nev. & P. 257), which however was a mere expression of doubt, and only applied to claims by prescription. The learned authors then observe, that "many personal rights, which in their mode of enjoyment bear a great resemblance to easements, as for instance rights of way, may be conferred by actual grant, independently of the possession of any tenement by the grantee; but such rights, though valid between the contracting parties, do not possess the incidents of an easement. In case of disturbance of a personal right thus given, the remedy would appear to be upon the contract only."

We think that this is a hasty conclusion; indeed it is quite evident that in the case mentioned by Shars, J., of a way in gross, there is something more than a mere remedy on the contract, i. e. a writ of covenant; for it is expressly laid down by Fitzherbert, (N. B. 183), that for a way in gross, a writ on the case lies, which could not lie if the right rested solely on contract;

\* If a corporeal and an incorporeal hereditament are demised together, an entire rent may be reserved in respect of both, although it will issue out of the former only. This is evident where incorporeal hereditaments pass in a demise as appurtenances, but it is equally true when they are demised under an independent title. 2 Roll. Ab. 451; Cro. Jac. 452; *Batty v. Wells*, 3 Wils. 25; *Gardiner v. Williamson*, 2 B. & A. 336; *Doe v. Lloyd*, 3 Esp. 78; *Neal v. Mackenzie*, 1 Mee. & W. 747.

and so in the case of a way by prescription to a church, assize de nuisance did not lie, but only case; because the claimant has no freehold in the church. (4 Ed. 3, "Nuisance," 8). And for a tenant for years, or against a stranger, the remedy for an obstruction was not an assize, but case. (22 H. C. 15). It is impossible to read in the old books concerning ways, without seeing that a way in gross was always considered to be something having a separate existence distinct from a mere right to sue for damages on covenant or assumpsit. (See Br. Ab. "Chimin," pl. 14; *Senhouse v. Christian*, 1 T. R. 560). It was for this reason held, that emblements, the right to which implies a right of ingress, egress, and regress, could not be granted without deed; (25 Ed. 3, 41; Co. Litt. 556; Br. Ab. "Done," pl. 40; Fitz. Ab. "Feoffments," 69); although they are so far chattels, that a contract for the sale of them is good without writing, notwithstanding the Statute of Frauds. (*Evans v. Roberts*, 5 B. & C. 829; *Sainsbury v. Mathew*, 4 Mee. & W. 343). Nor can herbage, or a right of common in gross, (as distinguished from a lease of the pasture), be granted for years without deed. (*Tutell v. Howell*, Noy, 54; Vin. Abr. Grant, (G.) a; *Tanner v. Hobbs*, 2 Roll. Abr. 63; see Co. Litt. 4. b.; Cro. Jac. 362; 5 T. R. 329). So it is laid down that common in gross can only be by writing, (i. e. deed), or by prescription. (Co. Litt. 122. a.) And a deed is equally necessary to a grant of a right of fishery, estovers in gross &c. (*Bird v. Higginson*, 4 Nev. & M. 505; *Monk v. Butler*, Cro. Jac. 574; Perk. s. 61). And a corody, which is personal on both sides, can only be granted or transferred by deed. (12 Hen. 4, 17; Finch, 162).

On the whole, we may take it to be tolerably certain, that a right of way in gross is something more than a right of suing upon a contract, and cannot be granted in fee, for life, or for years without deed; and it is impossible to make out any distinction between a right of way generally during a particular period, and a right to enter the land of another for any limited number of times, and for any limited purpose, or even once and for one particular purpose. Assuming that a right of this kind cannot be granted without deed, what will be the operation of an unsealed instrument purporting to grant such a right? If upon the construction of the instrument it is held to be, not a contract to execute a future grant, but an actual grant, (see *Holmes v. Sellar*, 3 Lev. 305; *Mounifoy's case*, 4 Leon. 147), then (except as an excuse for a trespass until countermanded, 2 Roll. Abr. 62; Vaugh. 351), it is void altogether; and unless there be an agreement to execute further assurances, the grantee has no remedy at law, even to recover back the consideration. But if the instrument amounts to a contract to execute a grant, then the purchaser, after tender of a deed of grant for execution, may have his remedy at law for breach of the contract. In either case, if the subject-matter is of sufficient value, he will have a remedy in equity. It seems to follow that a purchaser of an ordinary ticket of admission to a theatre, (which clearly cannot be treated as a contract to execute a grant), has no remedy either at law or in equity, in case he is refused admission. What redress he might obtain in a court of conscience, it is from the nature of such courts necessarily impossible to predict\*.

In conclusion, whether we are right or wrong in our opinion on this difficult question, we think it will not be denied by any but the Chancellor of the Exchequer, that it is high time the senseless distinction between sealed and unsealed writings should be abolished; at least so far as it affects the transfer of things and rights lying in grant.

\* Not to give our theatre-visiting friends any unnecessary alarm, we may mention that there is no legal objection to a parol demise of a particular box or seat at a theatre for a night; our remarks above are confined to grants of a mere right of admission.

## EQUITY SITTINGS, MICH. TERM, 1842.

## Rolls Court.

Before the Right Hon. the MASTER OF THE ROLLS, at Westminster.

Wednesday... Nov. 2	Motions.
Thursday..... 3	Petitions in General Paper.
Friday..... 4	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday..... 5	
Monday..... 7	
Tuesday..... 8	
Wednesday..... 9	Motions.
Thursday..... 10	
Friday..... 11	
Saturday..... 12	
Monday..... 14	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Tuesday..... 15	
Wednesday..... 16	
Thursday..... 17	
Friday..... 18	Motions.
Saturday..... 19	
Monday..... 21	
Tuesday..... 22	
Wednesday..... 23	Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Thursday..... 24	
Friday..... 25	
Saturday..... 26	

At the Rolls.

Short Causes after swearing in the Solicitors.

Short Causes, Consent Causes, and Consent Petitions, every Tuesday, at the Sitting of the Court.

## London Gazettes.

TUESDAY, OCTOBER 4.

## BANKRUPTS.

SAMUEL YOUNGER, Great Tower-st., merchant, and calico manufacturer, Oct. 15 at 2, and Nov. 15 at 11, Court of Bankruptcy: Off. Ass. Lakington; Sols. Boardillon & Sons, 30, Great Winchester-st.—Fiat dated Oct. 3.

BENJAMIN JASPER WOOD, Liverpool, optician, Oct. 18 and Nov. 15 at 1, Clarendon-rooms, Liverpool: Sols. Neal, Liverpool; Hall & Co., 2, Verulam-buildings, Gray's-inn.—Fiat dated Sept. 9.

ANTONIO MATHE and STEPHEN MOORE, Liverpool, merchants, Oct. 20 and Nov. 15 at 1, Clarendon-rooms, Liverpool: Sols. Thompson, Liverpool; Couvelje & Co., Southampton-buildings, Chancery-lane.—Fiat dated Sept. 28.

BENJAMIN HARGREAVES, Manchester, tailor and draper, Oct. 15 at 4, and Nov. 15 at 11, Commissioners'-rooms, Manchester: Sols. Blackmore, 3, St. Martin's-place, Charing-cross.—Fiat dated Sept. 28.

RICE HARRIS, Birmingham, glass-manufacturer, Oct. 10 and Nov. 15 at 12, Waterloo-rooms, Birmingham: Sols. Arnold & Co., or Ingleby & Co., Birmingham; Chaplin, 3, Gray's-inn-square.—Fiat dated Sept. 27.

MARK PEARSON, Workington, Cumberland, chemist and druggist, Oct. 21 and Nov. 15 at 11, Black Lion Inn, Whitehaven: Sols. Armistead & Muirgrave, Whitehaven; Elder, 17, Clement's-inn.—Fiat dated Sept. 22.

SAMUEL THORP, Manchester, merchant and drysalter, Oct. 24 and Nov. 15 at 10, Commissioners'-rooms, Manchester: Sols. Sale & Worthington, Manchester; R. M. and C. Baxter, 48, Lincoln's-inn-fields.—Fiat dated Sept. 30.

## MISTAKES.

P. Gautier, Gould-sq., Crutched-frairs, merchant, Oct. 15 at 1, Court of Bankruptcy, pr. d.—John Broom, Kidderminster, Worcestershire, and St. Mildred's-court, Poultry, London, carpet manufacturer, Oct. 15 at 11, Black Horse Inn, Kidderminster, pr. d.—D. W. Acraman, W. B. Acraman, A. J. Acraman, Wm. Morgan, Thos. Holroyd, and J. N. French, Bristol, ship builders, Oct. 26 and 27 at 2, Commercial-rooms, Bristol, pr. d.—J. S. Dainty and John Ryle, Manchester, bankers, Oct. 25 at 11, Macclesfield Arms Hotel, Macclesfield, pr. d.—Alex. Manson, Liverpool, and Rio de Janeiro, Brazil, merchant, Oct. 18 at 3, Commissioners'-

rooms, Manchester, ch. ass.; Oct. 25 at 1, first and fin. div.; at 2, aud. ac.—James Watson, sen., and James Watson, jun., Wath-upon-Dearne, Yorkshire, common brewers, Nov. 4 at 12, Town-hall, Sheffield, last ex.—Joseph Cotterell, Darlaston, Staffordshire, hinge maker, Oct. 26 at 12, Swan Hotel, Wolverhampton, last ex.—W. J. Burgie, Beer-lane, Tower-st., carpenter, Oct. 25 at 11, Court of Bankruptcy, aud. ac. and div.—John Flood, Dean-st., Westminster, surgeon, Oct. 25 at half-past 11, Court of Bankruptcy, aud. ac.—R. B. Thompson, Wood-st., Cheapside, warehouseman, Oct. 25 at 12, Court of Bankruptcy, aud. ac. and fin. div.—James Blacket, Stokesley, Yorkshire, flax spinner, Oct. 27 at 11, Vane Arms Hotel, Stockton, Durham, aud. ac.; at 12, first and fin. div.—Wm. Hancock, Bath, brush maker, Oct. 27 at 1, Castle and Ball Inn, Bath, aud. ac.—Wm. Richardson, Kingston-upon-Hull, joiner, Oct. 26 at 11, George Inn, Kingston-upon-Hull, aud. ac.—John Porter and N. N. Clark, Framilode Mills, near Frampton-upon-Severn, Gloucestershire, edge-tool makers, Oct. 26 at 1, Commercial-rooms, Bristol, aud. ac.—J. Jones, Bristol, ship owner, Oct. 27 at 2, Bevan's, Bristol, aud. ac.—Henry Cas, Nottingham, grocer, Oct. 27 at 2, George the Fourth Inn, Nottingham, aud. ac.—Edw. Davenport, Bristol, grocer, Oct. 26 at 2, Commercial-rooms, Bristol, aud. ac.—Ellen Mahony and Thos. Slattery, Liverpool, merchants, Oct. 29 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—Edw. Cooper, E. P. Cooper, Benj. Cooper, and John Alex. Cooper, Staverton-mills, Trowbridge, Wiltshire, clothiers, Oct. 27 at 11, Angel Inn, Chippenham, aud. ac.—E. H. Waller and Wm. Waters, Chepstow, Monmouthshire, timber merchants, Oct. 25 at 11, King's Head Hotel, Newport, aud. ac.—W. Carden, Bristol, merchant, Oct. 29 at 1, Commercial-rooms, Bristol, aud. ac.; Nov. 3 at 1, div.—B. W. Franklin, Liverpool, merchant, Oct. 28 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—Rich. Benbow, Liverpool, timber merchant, Oct. 26 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—Thomas Gundry and John Gundry, Goldsmithy, Cornwall, merchants, Oct. 28 at 11, Star Inn, Helston, aud. ac.—J. Smith, Hoo-mill, Hasel, Warwickshire, miller, Oct. 28 at 12, White Hart Inn, Evesham, aud. ac.—J. P. Thirkell, Cranbrook, Kent, farmer, Oct. 26 at 11, Guildhall, Canterbury, aud. ac.—John Simmons, Atherstone, Warwickshire, furnishing ironmonger, Oct. 26 at 12, Imperial Hotel, Leamington Priors, aud. ac.—George Hutton, Liverpool, ship chandler, Oct. 31 at 12, Clarendon-rooms, Liverpool, aud. ac.—Edw. Progers, Ludlow, Shropshire, banker, Oct. 29 at 11, Angel Inn, Ludlow, aud. ac.—J. V. Gibson, Manchester, veterinary surgeon, Nov. 5 at 12, Commissioners'-rooms, Manchester, aud. ac.—Edw. Ingledew, Gainsborough, Lincolnshire, machine maker, Nov. 7 at 12, Black's Head Inn, Gainsborough, aud. ac.—Joseph Gill, Brierley-hill, Staffordshire, ironmaster, Oct. 31 at 11, Swan Inn, Wolverhampton, aud. ac.—James Smith, Thos. Edgley, and Bryce Smith, Manchester, Scotch and Manchester warehousemen, Nov. 5 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac.—John Buckley, Joseph Buckley, and Henry Buckley, Manchester, and Todmorden, Lancashire, cotton manufacturers, Nov. 5 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac. sep. est. Jos. Buckley, and joint est.; Nov. 7 at 10 div.; at 12, aud. ac. sep. est. J. Buckley; Nov. 8 at 11, div.; at 12, aud. ac. sep. est. H. Buckley.—John Baker, Woodlands, Blagden, Somersetshire, scrivener, Oct. 25 at 11, Commercial-rooms, Bristol, aud. ac.; Oct. 28 at 11, div.—Thos. Lakin, Nottingham, builder, Oct. 26 at 12, George the Fourth Inn, Nottingham, aud. ac.—Henry Greenaway, Bristol, painter, Nov. 1 at 12, Commercial-rooms, Bristol, aud. ac.; Nov. 2 at 12, div.—Robt. Mills, Heywood, Lancashire, ironfounder, Nov. 10 at 12, Commissioners'-rooms, Bolton-le-Moors, aud. ac.; at 1, div.—J. Thos. Leamington Priors, Warwickshire, builder, Oct. 28 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.—L. Fellman, Fore-st., Limehouse, brewer, Oct. 25 at half-past 12, Court of Bankruptcy, fin. div.—R. W. Forge, Billingsgate, fish salesman, Oct. 26 at 2, Court of Bankruptcy, div.—James Smith, Green Dragon Inn, Hertford, wine merchant, Oct. 26 at 1, Court of Bankruptcy, div.—Ed. Cooper, High-st., St. Giles's, and Piccadilly, stationer, Oct. 26 and 27 at 12, Court of Bankruptcy, div.—W. Gooding, Chatham, Kent, boot and shoe maker, Oct. 26 at 11, Court of Bankruptcy, div.—Geo. Edw. Moulson, Thos. Pierson, and John Henry Denston, Liverpool, merchants, Oct. 26 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div. joint est. and sep. est. Edw. Moulson.—Thomas Barrow, Ashton-under-Lyne,

Lancashire, Oct. 25 at 1, Commissioners'-rooms, Manchester, pr. d.; at 2, aud. ac. and div.—*Joseph Layton*, Leeds, Yorkshire, fruit merchant, Oct. 27 at 12, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 1, div.—*Wm. Cook*, Lincoln, innkeeper, Oct. 26 at 12, Spread Eagle Inn, Lincoln, aud. ac.; at 2, fin. div.—*W. Walker*, Burton-upon-Trent, Staffordshire, mercer, Oct. 26 at 11, White Hart Inn, Burton-upon-Trent, aud. ac.; at 12, div.—*Jas. Turley*, Bradley New Iron Works, Bilston, Staffordshire, iron master, Oct. 28 at 12, Swan Hotel, Wolverhampton, aud. ac.; at 1, fin. div.—*Margaret Williams*, Bontneuydd, Llanbiblig, Carnarvonshire, shopkeeper, Oct. 26 at 10, Britannia Inn, Carnarvon, aud. ac.; at 11, div.—*Wm. Batson and Henry Jos. Bissell*, Lea Brook New Iron Works, Tipton, Staffordshire, iron masters, Oct. 27 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, first and fin. div.—*G. Goodwin*, Kingston-upon-Hull, merchant, Oct. 26 at 11, Kingston-upon-Hull, aud. ac.; at 12, div.—*Steph. Sackett Chancellor*, jun., Margate, Kent, baker, Oct. 26 at 7, London Hotel, Margate, aud. ac.; at 8, fin. div.—*J. Butler*, Walsall, Staffordshire, saddlers' ironmonger, Oct. 28 at 10, Swan Hotel, Wolverhampton, aud. ac.; at 11, fin. div.—*Chas. Hen. Webb*, Forebridge, Staffordshire, corn dealer, Oct. 28 at 4, Swan Inn, Stafford, aud. ac.; at 5, div.—*Thos. W. Wright and Geo. W. Hyde*, Nottingham, dyers, Oct. 27 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, div. sep. est. of *Geo. Wm. Hyde*; Oct. 27 at 2, and aud. ac.; at 3, div. joint est.—*William Barker and Sam. Adams*, Nottingham, hosiers, Oct. 27 at 10, George the Fourth Inn, Nottingham, aud. ac.; at 11, div. sep. est. of *W. Barker*.—*John Price, G. Morgan, and H. William Rollasson*, Birmingham, glass manufacturers, Oct. 27 at 3, Waterloo-rooms, Birmingham, aud. ac.; at 4, fin. div.—*Wm. Chapman*, Birmingham, and *Thos. Kenning*, Bordesley, Aston juxta Birmingham, fire-iron makers, Oct. 27 at 11, Waterloo-rooms, Birmingham, aud. ac. joint est.; at 12, first and fin. div. sep. est.—*John Ryland, jun., Wm. Chapman, and Geo. M. Smith*, Birmingham and Coventry, mill makers, Oct. 27 at 1, Waterloo-rooms, Birmingham, aud. ac. joint est.; at 2, first and fin. div. sep. est. of *John Ryland*.—*Fred. Messenger*, Liverpool, merchant, Oct. 26 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, first and fin. div.—*Geo. Bulmer*, York, dealer and chapman, Nov. 4 at 11, Guildhall, York, aud. ac.; at 12, fin. div.—*Thomas Aspinall*, Clack-bridge-mill, Southouram, Halifax, Yorkshire, worsted spinner, Nov. 1 at 10, White Lion Inn, Halifax, aud. ac.; at 11, div.—*Mat. Heathfield*, Old Broad-st., City of London, *Richard Heathfield*, Sheffield, Yorkshire, and *Thos. Heathfield*, Tiverton, Devonshire, cotton spinners, Oct. 29 at 4, Commissioners'-rooms, Manchester, fin. div.; at 5, aud. ac.—*Jos. Gribble*, Ashburton, Devonshire, scrivener, Oct. 27 at 1, New London Inn, Exeter, aud. ac.; at 2, div.—*Wm. Vickers*, Manchester, publican, Oct. 25 at 1, Commissioners'-rooms, Manchester, pr. d.; at 2, aud. ac. and div.—*Thos. Fowler*, Manchester, distiller, Oct. 25 at 1, Commissioners'-rooms, Manchester, pr. d.; at 2, aud. ac. and div.—*John Hayward*, Milverton, Warwickshire, miller, Oct. 26 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.; at 1, div.—*Geo. Sargent*, Battle, Sussex, linen draper, Oct. 28 at 11, George Inn, Battle, aud. ac. and aud. ac.—*Thos. Turner, Dan. Brade, and Chas. Schwind*, Liverpool, merchants, Oct. 26 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, fin. div. joint and sep. est. *C. Schwind*.—*John K. Winterbottom*, Heaton Norris, Manchester, banker, Oct. 27 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*Rich. Hancock*, Bath, brush manufacturer, Oct. 27 at 11, Castle and Ball Inn, aud. ac.; at 12, fin. div.—*Wm. Lowndes, Jos. Robinson, and Hen. Neild*, Manchester, cotton merchants, Oct. 27 at 12, Commissioners'-rooms, Manchester, fin. div.; at 1, aud. ac.—*Frederick Stubbs*, Caistor, Lincolnshire, linen draper, Oct. 25 at 12, Lion Hotel, Brigg, aud. ac.; at 1, fin. div.—*Jos. Walker, Richard Ackroyd, and Edw. Autey*, Leeds, stuff merchants, Oct. 28 at 1, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 2, div. sep. est. *R. Ackroyd*; at half-past 1, aud. ac.; at half-past 2, fin. div. joint est.—*John R. Willoughby*, York, builder, Oct. 28 at 11, Guildhall, York, aud. ac.; at 12, div.—*Rob. Carss*, Bury St. Edmunds, Suffolk, banker, Oct. 29 at 10, Angel Inn, Bury St. Edmunds, aud. ac. and fin. div.—*Jos. Hurley*, Woburn, Bedfordshire, plumber, Oct. 31 at 11, Swan Hotel, Bedford, aud. ac.; at 12, div.—*John Knock*, Warwick, boot and shoe manufacturer, Oct. 28 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.; at 1, fin. div.—*William Webber*, Lincoln, tailor, Oct. 26 at 10, City Arms Inn, Lincoln, aud. ac.; at 11,

div.—*Wm. C. Stafford*, Doncaster, Yorkshire, printer, Nov. 4 at 12, Guildhall, Doncaster, aud. ac.; at 1, fin. div.—*Thos. Nicholl, jun.*, Redruth, Cornwall, grocer, Oct. 27 at 11, Selley's Hotel, Falmouth, aud. ac. and fin. div.—*John T. Miles and Colley Bedford*, Kingston-upon-Hull, confectioners, Oct. 27 at 10, Kingston Hotel, Kingston-upon-Hull, aud. ac.; at 11, div. joint est.; at half-past 11, div. sep. est. *J. T. Miles*; at 12, div. sep. est. *C. Bedford*.—*James Natter*, Cambridge, miller, Oct. 26 at 11, Eagle Inn, Cambridge, aud. ac.; at 1, div.—*Dan. Eberhardt*, Sedgley, Staffordshire, dealer in iron, Oct. 27 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, first and fin. div.—*Rich. Hodgkinson*, Leamington Priors, Warwickshire, builder, Oct. 28 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.; at 1, div.—*Edw. Poore*, Bampton, Devonshire, druggist, Oct. 31 at 12, Old London Inn, Exeter, aud. ac.; at 1, div.—*Benj. Jacques*, Standard-hill, Castle of Nottingham, *John Cotton*, Nottingham-park, and *Thos. Berfoot Oliver*, Quornord, Leicestershire, hosiers, Oct. 25 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 12, div.—*Thomas Gill and Wm. Wheelwright*, Leeds, dyers, Oct. 27 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, fin. div.—*John Edmund Hall and Henry Thone*, Nottingham, lace manufacturers, October 25 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 12, div.—*John Jefferson Harrison*, Gateshead, Durham, paper manufacturer, October 28 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*William Cornforth, jun.*, Holbeck, Leeds, Yorkshire, flax-spinner, October 28 at 11, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 12, fin. div.—*Joseph Whalley and Benjamin Whalley*, Leeds, Yorkshire, wool-merchants, Oct. 27 at 2, Commissioners'-rooms, Leeds, aud. ac.; at 3, fin. div.—*Aysford Wise*, Ford-house, Woborough, N. Baker, Newton Bushel, Highwick, and *Wm. S. Bentall*, Tones, Devonshire, bankers, Oct. 31 at 11, Clarence Hotel, Exeter, aud. ac.; at 2, div. sep. est. *N. Baker*; Nov. 1 at 12, aud. ac. sep. est. *Wm. S. Bentall*.—*Wm. Bushell*, Evesham, Worcesterhire, innkeeper, Oct. 28 at 11, White Hart Inn, Evesham, aud. ac.; at 12, fin. div.—*J. Robinson*, Kingston-upon-Hull, scrivener, October 27 at 1, George Inn, Kingston-upon-Hull, aud. ac.; at 2, div.—*Chas. Robinson*, Stone, Staffordshire, wine-merchant, Oct. 27 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 1, fin. div.—*John Skole*, Manchester, and *Denshaw-vale*, near Saddleworth, Yorkshire, calico-printer, Nov. 5 at 10, Commissioners'-rooms, Manchester, div.—*Thos. Gidden*, Farringdon, Berkshire, licensed victualler, Nov. 1 at 12, Bell Inn, Swindon, fin. div.—*Jas. Chaloner*, Chester, carrier, Nov. 1 at 1, Maddock's, Chester, div.—*Charles Henry Melvior*, Wotton-under-edge, Gloucestershire, cloth-factor, October 26 at 11, Old Bell Inn, Dursley, fin. div.—*Wm. Peace*, Leamington Priors, Warwickshire, builder, Oct. 28 at 12, Lansdowne Hotel, Leamington Priors, aud. ac.; at 1, fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Oct. 25.*

*Stephen Winn Harrison*, Bristol, mason.—*Geo. G. Nicol*, Adam-street, Adelphi, merchant.—*John Frank*, Maccabury-hall, Oswestry, Shropshire, farmer.—*Wm. Wilkinson*, Manchester, dealer in toys.—*Richd. Williams*, Alvington, Gloucestershire, farmer.—*Wm. Emans*, Aldersgate-st., bookseller.—*Thos. Charles Davies*, Wrexham, Denbighshire, grocer.—*John Barrett and Arthur Y. Barrett*, Kingston-upon-Hull, engine manufacturers.—*Geo. Boyd and Wm. Boyd*, Kingston-upon-Hull, millwrights.—*Fredk. Nurse*, Duddridge-wharf, Stonehouse, Gloucestershire, coal-merchant.

#### FIATS ANNULLED.

*Thos. Smith Goode*, Manchester, merchant.—*Jos. Raleigh* and *Thos. Smith Goode*, Manchester, merchants.

#### PARTNERSHIPS DISSOLVED.

*Henry Lowe, Ed. B. Garey, and Chas. Sweeting*, Southampton-buildings, Chancery-lane, attorneys and solicitors.—*John F. Corbett and Thos. Insole, jun.*, Worcester, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Henry Donaldson*, Dunfermline, manufacturer.—*G. and J. Hymers*, Galashiels, manufacturers.—*Ebenezer Steven & Co.*, Glasgow, cotton-spinners.—*J. Hutchinson*, Leith, merchant.—*Dugle Forrester & Co.*, Glasgow, merchants.

## INSOLVENT DEBTORS.

Saturday, Oct. 1, 1842.

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-in-fields, on giving the Number of the Case.*

*Henry Higham*, Tarleton, Lancashire, labourer, No. 42,661 C.; *Henry Hesket* and *Adam Dobson*, new assignees, in the room of *John Fisher*, deceased.—*John Hodgson*, Bishop Wearmouth, Sunderland, Durham, brewer, No. 60,834 C.; *William Storey*, assignee.—*Thos. Hopkins*, jun., Wilson-street, Finsbury, foreman to a whip-maker, No. 53,666 T.; *William Tugman*, assignee.

Court-house, YORK, (County), Oct. 25 at 10.

*B. Bainbridge*, Northallerton, grocer.—*Hen. Lee*, Foxton-mill, near Northallerton, corn-miller.—*Walker Field*, Westwag, near Driffield, farmer.—*John Dixon*, Salutation Farm, Northallerton, husbandman.—*Geo. Watson*, Burythorpe, near Malton, brick-maker.—*Wm. Raper*, Marham, near Bedale, out of business.—*Geo. Wilson*, Richmond, out of business.—*John Thompson*, Ingleby Arncliffe, near Stokesby, shoemaker.—*Adam Robinson*, Threthoft, near Northallerton, out of business.—*Walter Malby*, Toll Gravel, Beverley, tailor.—*James Rowell*, Stokesley, grocer.—*Philip Acklam*, Lockington, Beverley, labourer.—*John Houson*, Huntington, tailor.—*John Wells*, Haxby, near York, farmer.—*John Carter*, Scarton, near Richmond, joiner.—*Simon Lambert*, Richmond, grocer.—*Jas. Cairns Penn*, Hull, shipwright.

Court-house, YORK, (City), Oct. 25 at 10.

*Francis Butler*, Walmgate, farmer.—*Joe. Moore*, Walmgate, pig-jobber.—*John Coates*, York, engineer.—*Henry Bell*, York, braxier.—*Wm. Bulmer*, York, cooper.—*Robt. Stahler*, Heworth, near York, livery-lace weaver.—*Eather Ainsworth*, York, washerwoman.—*John Tate Hartley*, York, tailor.—*E. M. Hardie*, York, cabinet-maker.

Court-house, CHELMSFORD, Essex, Oct. 25 at 10.

*John Baker*, Hythe, Colchester, cement merchant.—*Richd. Dixon*, Great Wigborough, out of business.—*Thos. Meadowcroft*, Colchester, chemist.—*John Folkes*, South Ockendon, butcher.—*Ed. Lewis*, Harwich, fisherman.—*John Merritt*, Asheldham, farmer.—*Henry Buckingham*, South Bemfleet, butcher.—*John Edes*, South Ockendon, labourer.—*Jas. Lazzell*, Eastwood, labourer.—*Saml. Cook*, Romford, tailor.—*T. Miller*, Southend, tailor.—*Thos. Mulley*, Danbury, labourer.—*Thos. Spencer*, jun., Chelmsford, watch-maker.—*Edward Sayers*, Moulsm, Chelmsford, shoemaker.

Court-house, CANTERBURY, (City), Oct. 26 at 10.

*Henry Jones*, jun., Canterbury, stone-mason.

Court-house, PRESTIGE, Radnorshire, Oct. 27 at 10.

*The Rev. David Lewis*, Rhayador, clerk and schoolmaster.

Court-house, WORCESTER, (City), Oct. 25 at 10.

*Henry Joshua Bragg*, Worcester, shoemaker.—*Joseph Pettford*, Aston, beer-house keeper.—*Thos. Rowlandson*, Worcester, out of business.

Court-house, WORCESTER, (County), Oct. 25 at 10.

*Thos. Lovell*, Dudley, painter.—*Ed. Macleaur*, Stourbridge, coach-maker.—*Geo. Little*, Welland, beer-house keeper.—*J. Elliot*, Harts-hill, near Dudley, miner.—*Rd. Duffy*, Claines, labourer.—*J. C. Williams*, Hawington, near Evesham, tailor.—*John Lees*, Stourbridge, cabinet-maker.—*Wm. Curnock*, Worcester, butcher.—*Joe. Hodgetts*, Dudley, builder.—*John W. Haime*, Blockley, draper's assistant.—*Ed. Gilbert*, Kidderminster, out of business.—*John Tipper*, Bromsgrove, carpenter.—*Wm. Crane Granger*, Porto Bello, near Willenhall, Wolverhampton, Staffordshire, assistant mine-agent.—*Thomas Thackwell*, Stourbridge, tallow-chandler.—*Alex. Altwood*, Lye-waste, near Stourbridge, butcher.

Court-house, IPSWICH, Suffolk, Oct. 27 at 10.

*James Doy*, Barnaby, near Beccles, farmer's labourer.—*H. Crabb*, Stowmarket, twine manufacturer.—*Robert Titlow*, Ipswich, tailor.—*Wm. West*, Ipswich, shopkeeper.—*J. Gilling*, Henley, Ipswich, out of business.—*Michael Feek*, Ipswich, baker.—*Wm. Flek*, jun., Ipswich, out of business.—*Geo. W. Parke*, Ipswich, commission-agent.

## FRIDAY, OCTOBER 7.

## BANKRUPTS.

*JOHN CHARLES SMITH*, Hare-street, Woolwich, Kent, grocer and cheesemonger, Oct. 18 at 2, and Nov. 18 at 11, Court of Bankruptcy: Off. ass. Johnson; Sols. Kiss & Son, 159, Fenchurch-st.—Fiat dated Oct. 5.

*WILLIAM MATTHEWS*, Bushey, Hertfordshire, carpenter and builder, Oct. 12 at 2, and Nov. 18 at 11, Court of Bankruptcy: Off. ass. Edwards; Sols. Cowley & Son, Watford, Hertfordshire; Sanger, 4, Essex-court, Temple.—Fiat dated Sept. 30.

*JOHN M'CONNAL*, Liverpool, tea dealer, Oct. 18 and Nov. 18 at 12, Clarendon-rooms, Liverpool; Sols. Evans, Liverpool; Oliver, 36, Old Jewry.—Fiat dated Sept. 26.

*BENJAMIN HOLMES*, Birmingham, boot maker, Oct. 17 and Nov. 18 at 11, Waterloo-rooms, Birmingham; Sols. Greatwood, Birmingham; Smith & Atkins, 12, Serjeant's Inn, Fleet-street.—Fiat dated Oct. 3.

*JOHN BURTON*, Levenshulme, Lancashire, victualler, Oct. 29 and Nov. 18 at 3, Commissioners'-rooms, Manchester: Sols. Chew, Manchester; Gregory & Co., Bedford-row.—Fiat dated Oct. 5.

## MEETINGS.

*Thomas Gundry* and *John Gundry*, Goldsithney, Cornwall, merchants, Oct. 19 at 11, Star Inn, Helston, pr. d.—*William Fisher*, Lincoln, wharfinger, Oct. 29, Clinton Arms Inn, Newark-upon-Trent, ch. ass.—*Thomas Ayres Phillips*, Ardwick, Lancashire, common brewer, Oct. 10 at 11, Commissioners'-rooms, Manchester, ch. ass.—*James Metcalfe* and *Thomas Metcalfe*, Cambridge, upholsterers, Oct. 18 at 1, Court of Bankruptcy, last ex.—*John Mills*, London-wall, canal carrier, Oct. 18 at 12, Court of Bankruptcy, last ex.—*James Atkins*, sen., and *Jas. Atkins*, jun., Coulsdon, Surrey, lime merchants, Oct. 18 at 2, Court of Bankruptcy, last ex. *Jas. Atkins*, jun.—*Edm. F. Green*, Leadenhall-st., merchant, Oct. 18 at half-past 12, Court of Bankruptcy, last ex.—*Francis Sanders* and *Chas. Sanders*, Derby, corn merchants, Oct. 31 at 11, Royal Hotel, Derby, last ex. of *Chas. Sanders*; Nov. 2 at 11, and ac. joint est.—*John Williams*, sen., and *John Williams*, jun., Houndsditch, copper-smiths, Oct. 28 at 12, Court of Bankruptcy, aud. ac. and fin. div. sep. est. of *John Williams*, jun.—*Wm. Ball*, Paternoster-row, bookseller, Oct. 31 at 12, Court of Bankruptcy, aud. ac.; at half-past 12, div.—*Thos. Arnold*, Paternoster-row, bookseller, Oct. 31 at 11, Court of Bankruptcy, aud. ac.; at half-past 11, div.—*Jos. Clay*, Dewsbury, Yorkshire, draper, Nov. 2 at 11, Court of Bankruptcy, aud. ac.—*Matt. Foster*, Crosby-hall-chambers and Hackney, merchant, Nov. 2 at 11, Court of Bankruptcy, aud. ac.—*Henry Fawcett* and *Robert Fawcett*, Stockton-upon-Tees, Durham, timber merchants, Nov. 2 at 1, Black Lion Hotel, Stockton-upon-Tees, aud. ac.—*Robt. Tovey*, Bristol, pawnbroker, Oct. 28 at 12, Commercial-rooms, Bristol, aud. ac.—*Th. Prichard*, jun., Bristol, merchant, Oct. 29 at 2, Commercial-rooms, Bristol, aud. ac.; Oct. 31 at 1, fin. div.—*Jas. Warren*, Bristol, merchant, Nov. 1 at 12, Commercial-rooms, Bristol, aud. ac.—*Jos. Rogers*, Bromyard, Herefordshire, scrivener, Oct. 31 at 12, Falcon Inn, Bromyard, aud. ac.—*William Holcroft*, Bolton-le-Moors, Lancashire, bookseller, Nov. 1 at 11, Swan Hotel, Bolton-le-Moors, aud. ac.; at 12, div.—*John Wright*, Birmingham, cabinet maker, Oct. 28 at 12, Waterloo-rooms, Birmingham, aud. ac.—*Wm. Marshall* and *Henry Rodgers*, Liverpool, iron founders, Oct. 29 at 10, Clarendon-rooms, Liverpool, aud. ac.—*Walter Jacks*, Bristol, merchant, Oct. 31 at 1, Commercial-rooms, Bristol, aud. ac.—*Horatio Nelson*, Pendleton, Lancashire, shopkeeper, Oct. 29 at 12, Commissioners'-rooms, Manchester, aud. ac.—*Wm. Kynnersley* and *Hen. Kynnersley*, Tatenhill, Staffordshire, millers, Nov. 3 at 11, Royal Hotel, Derby, aud. ac.—*Thos. Williams*, Bristol tailor, Oct. 28 at 2, Commercial-rooms, Bristol, aud. ac.—*Edward Steele*, Manchester, grocer and provision dealer, Nov. 2 at 11, Commissioners'-rooms, Manchester, aud. ac.—*William Kingston*, Clifton, Bristol, builder, Oct. 28 at 11, Commercial-rooms, Bristol, aud. ac.—*John Anderson* and *W. Garrow*, Liverpool, merchants, Oct. 28 at 1, Clarendon-rooms, Liverpool, aud. ac. sep. est. *J. Anderson*; Oct. 29 at 1, and ac. joint est.—*Chas. Goodman*, Northampton, cutler, Oct. 31 at 12, Stag's Head Inn, Northampton, aud. ac.—*Thos. Walker*, Monk Wearmouth Shore, Durham, common brewer, Oct. 31 at 11, Horner's Hotel, Sunderland, aud. ac.—*D. Barbour* and *John Norris*, Liverpool, soap boilers, Oct. 31 at 12, Cla-



rendon-rooms, Liverpool, and. ac.—*James Marsden*, Summit, Rochdale, Lancashire, and Holywell, Flintshire, manager of coal works, Oct. 29 at 10, Commissioners'-rooms, Manchester, fin. div.; at 11, and. ac.—*S. D. Moss*, Rochdale, Lancashire, tailor, Oct. 29 at 4, Commissioners'-rooms, Manchester, div.; at 5, and. ac.—*Thomas Roberts*, Helbeck Steam Mills, near Leeds, corn miller, Oct. 28 at 10, Commissioners'-rooms, Leeds, pr. d. and and. ac.—*Wm. Halliday*, Liverpool, innkeeper, Nov. 1 at 1, Clarendon-rooms, Liverpool, pr. d. and and. ac.—*George Phillips* and *John Whitlow*, Haverford-west, linen drapers, Oct. 28 at 12, Commercial-rooms, Bristol, and. ac.; Oct. 31 at 12, div. sep. est. *G. Phillips*; Oct. 29 at 12, and. ac.; Nov. 1 at 12, div. sep. est. *J. Whitlow*.—*Thos. Scott*, Tewkesbury, Gloucestershire, innkeeper, Oct. 31 at 12, Winterbotham & Thomas's, Tewkesbury, and. ac.—*Jos. Hands* and *Eliz. Gill*, Coventry, ribbon manufacturers, Oct. 17 at half-past 12, Court of Bankruptcy, div.—*William Burrell*, Chingford, Essex, farmer, Oct. 29 at 11, Court of Bankruptcy, div.—*Patrick Morgan* and *Arthur Strother*, Crescent, Minorities, merchants, Oct. 29 at 12, Court of Bankruptcy, div.—*Joseph Mayor*, Northampton, chemist, Oct. 31 at 2, Peacock Inn, Northampton, and. ac.; at 3, div.—*John Sloane* and *John Whitty*, Liverpool, hatters, Oct. 27 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, pr. d. and fin. div.—*Wm. Thos. Barker*, Birmingham, plaster, Oct. 29 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, div.—*William Brown* and *William Andrews*, Leeds, cloth dressers, Oct. 28 at 4, Commissioners'-rooms, Leeds, pr. d. and and. ac.; at 5, div.—*Robt. Butterworth*, Bank Hey, Rochdale, Lancashire, woollen manufacturer, Oct. 29 at 3, Commissioners'-rooms, Manchester, fin. div.; at 4, and. ac.—*W. C. Batchelor*, Portsea, Southampton, grocer, Oct. 29 at 12, Totterdell's Commercial Hotel, Portsea, and. ac.; at 1, fin. div.—*J. S. Janien*, Kingsley, Cheshire, maltster, Oct. 28 at 11, Angel Inn, Northwich, and. ac.; at 12, fin. div.—*T. D. Bowker*, Warmworth-house, Yorkshire, merchant, Oct. 31 at 3, Bankrupt Commission-room, Newcastle-upon-Tyne, and. ac.; at 4, div.—*Wm. Brown*, Manchester, cotton manufacturers, Nov. 4 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, and. ac.—*John Darcy* and *Richard Dierden*, Sutton, Lancashire, alkali manufacturers, Nov. 8 at 11, Clarendon-rooms, Liverpool, and. ac.; at 12, div.—*Wm. Smith*, Warrington, *William Sowden*, Manchester, and *John Sowden*, Warrington, Lancashire, cotton manufacturers, Nov. 8 at 1, Clarendon-rooms, Liverpool, div.; at 2, and. ac.—*James Lightfoot* and *Joseph Jacques*, Askrigg, Yorkshire, maltsters, Nov. 3 at 11, Golden Lion Inn, Northallerton, and. ac.; at 12, first and fin. div.—*W. A. A. West*, Eccleston, near St. Helen's, Lancashire, flint-glass manufacturer, Nov. 8 at 11, Clarendon-rooms, Liverpool, div.; at 12, and. ac.—*John Cree*, Devonport, draper, Nov. 7 at 11, Townshend's London Inn, Devonport, and. ac.; at 12, first and fin. div.—*James Watt*, Liverpool, merchant, Nov. 7 at 1, Clarendon-rooms, Liverpool, div.; at 2, and. ac.—*John Sutcliffe*, Halifax, Yorkshire, grocer, Oct. 31 at 2, White Lion Inn, Halifax, and. ac.; at 3, first and fin. div.—*Richard Sutton*, Warrington, Lancashire, wheelwright, Oct. 31 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, div.—*E. J. Marr*, Sculcoates, and Kingston-upon-Hull, Yorkshire, dealer and chapman, Oct. 29 at 10, Kingston Hotel, Kingston-upon-Hull, and. ac.; at 11, div.—*Matthew Dixon*, Hesale, Kingston-upon-Hull, corn dealer, Oct. 29 at 1, George Inn, Kingston-upon-Hull, and. ac.; at 2, fin. div.—*Edw. L. Ireland* and *J. C. Blyth*, Birmingham, factors, Oct. 29 at 11, Waterloo-rooms, Birmingham, and. ac.; at 12, fin. div. joint and sep. est. *J. C. Blyth*.—*A. Robertshaw*, Ripponden, Halifax, surgeon, Oct. 31 at 10, White Lion Hotel, Halifax, and. ac.; at 11, fin. div.—*Rd. Case*, Boroughbridge, Yorkshire, grocer, Oct. 28 at 12, Guildhall, York, and. ac. and fin. div.—*John Twist*, Selby, Yorkshire, timber-merchant, October 31 at 12, Guildhall, York, and. ac.; at 2, fin. div.—*George W. Popple* and *Robt. Popple*, Kingston-upon-Hull, colour merchants, Oct. 28 at 11, George Inn, Kingston-upon-Hull, and. ac.; at 12, fin. div. joint and sep. est.—*Thos. Hardwick*, Manchester, merchant, Oct. 22 at 11, ch. ass.; Oct. 29 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, and. ac.—*Thos. Chappell*, Leeds, cheese dealer, Oct. 28 at 4, Commissioners'-rooms, Leeds, and. ac.; at 5, fin. div.—*Henry Gratton*, Liverpool, hatter, Oct. 29 at 11, Clarendon-rooms, Liverpool, and. ac.; at 12, div.—*Peter Mann*, Leeds, army contractor, Oct. 28 at 9, Commissioners'-rooms, Leeds, and. ac.; at 10, fin. div.—*Samuel T. W. Gawthorp*, Wakefield, Yorkshire,

corn-factor, Oct. 28 at 3, Commissioners'-rooms, Leeds, and. ac.; at 4, fin. div.—*Wm. Whalley*, Leeds, wool-merchant, Oct. 28 at 3, Commissioners'-rooms, Leeds, pr. d.; at 4, and. ac. and div.—*Thomas Coates*, New Malton, Yorkshire, corn-merchant, Oct. 31 at 1, Winn's Hotel, York, and. ac.; at 2, fin. div.—*Joseph Braime*, jun., New Malton, Yorkshire, carrier, Oct. 31 at 11, Winn's Hotel, York, and. ac.; at 12, div.—*Wm. Blackland*, Birmingham, woollen-draper, Oct. 31 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, fin. div.—*Wm. A. Dawson*, Liverpool, merchant, Oct. 28 at 1, Clarendon-rooms, Liverpool, and. ac.; at 2, fin. div.—*Samuel Wignall*, Keighley, Yorkshire, draper, October 28 at 2, Commissioners'-rooms, Leeds, pr. d.; at 3, and. ac. and div.—*Thos. Jackson*, Bishop's Offley, Staffordshire, maltster, Oct. 31 at 11, Swan Inn, Stafford, and. ac.; at 12, pr. d.; at 1, fin. div.—*John Robinson*, Dundalk, Louth, Ireland, commission-merchant, Oct. 31 at 1, Clarendon-rooms, Liverpool, and. ac. and div.—*William Wilson*, Newcastle-upon-Tyne, scrivener, Oct. 31 at 12, Bankrupt Commission-room, Newcastle-upon-Tyne, and. ac.; at 1, fin. div.—*Joseph Cottrell*, Darlaston, Staffordshire, hinge-maker, Oct. 31 at 12, Swan Hotel, Wolverhampton, and. ac.; at 1, first and fin. div.—*Robert Ridsdale*, Merton, Osbaldwick, York, horse-dealer, Oct. 28 at 12, Guildhall, York, and. ac.; at 1, fin. div.—*Thomas Owsen*, York, merchant, Oct. 28 at 11, Guildhall, York, and. ac.; at 12, first and fin. div.—*Geo. Remondson*, South Shields, Durham, miller, Oct. 31 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, and. ac.; at 1, div.—*Jos. Hadland*, Castle Dykes, Farthingstone, Northamptonshire, farmer, Oct. 29 at 10, Ram Inn, Northampton, and. ac.; at 11, div.—*William James*, West Bromwich, Staffordshire, coal master, Oct. 31 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, fin. div.—*Joshua Cuttill*, Holmfirth, Yorkshire, clothier, Oct. 28 at 12, George Hotel, Huddersfield, and. ac.; at 1, div.—*W. Bradley*, Selby Oak, King's Norton, Worcestershire, and Birmingham, manufacturing chemist, Nov. 1 at 1, Waterloo-rooms, Birmingham, and. ac.; at 2, first and fin. div.—*A. Wise*, Ford-house, Wolborough, N. Baker, Newton Bushel, Highwick, and *W. S. Bentall*, Totnes, Devonshire, bankers, Nov. 1 at 12, Clarence Hotel, Exeter, and. ac.; at 12, div.—*Wm. Kerrison*, Southampton, glass-merchant, Nov. 1 at 12, Dolphin Hotel, Southampton, and. ac.; at 1, div.—*Wm. W. Crowder*, Birmingham, bookstapler, Nov. 1 at 11, Waterloo-rooms, Birmingham, and. ac.; at 12, fin. div.—*Hen. Grosse*, Preston, builder, Nov. 2 at 11, Town-hall, Preston, and. ac.; at 12, div.—*Jas. Woods*, Roundhill, Lancashire, cattle-jobber, Nov. 1 at 12, Swan Inn, Bolton-le-Moors, and. ac.; at 3, div.—*John Brown*, Sheffield, merchant, Nov. 2 at 12, Town-hall, Sheffield, and. ac.; at 1, div.—*John Darwin* and *Francis Frith*, Chapeltown, Ecclesfield, and Sheffield, Yorkshire, ironfounders, Nov. 3 at 11, Town-hall, Sheffield, and. ac.; at 1, div.—*Saml. Prosser*, Portsea, Southampton, merchant, Oct. 29 at 2, Totterdell's Commercial Hotel, Portsea, and. ac.; at 3, first and fin. div.—*Robert Phelps*, Tewkesbury, Gloucestershire, scrivener, Oct. 31 at 1, Swan Inn, Tewkesbury, and. ac.; at 2, div.—*John Hilton*, Tipton, Staffordshire, currier, Nov. 2 at 11, Swan Inn, Wolverhampton, and. ac.; at 12, div.—*Barnes Fisher*, Walsall, Staffordshire, ironmonger, Oct. 28 at 12, Swan Hotel, Wolverhampton, and. ac.; at 1, first and fin. div.—*Wm. Gover Gray*, Bath, dentist, Oct. 28 at 12, Christopher Inn, Bath, and. ac.; at 1, div.—*Russell Bowley*, Bishop Wearmouth, Durham, scrivener, Oct. 31 at 12, Bridge Hotel, Sunderland, and. ac. and div.—*Thomas Charley*, jun., Preston, Lancashire, innkeeper, Nov. 1 at 11, Town-hall, Preston, and. ac.; at 12, div.—*Augustus Hen. Tulk* and *Ed. Banks*, Gateshead, Durham, soap manufacturers, Oct. 31 at 1, Bankrupt Commission-room, Newcastle-upon-Tyne, and. ac.; at 2, div. sep. est. *E. Banks*.—*J. S. Daintry* and *J. Ryle*, Manchester, bankers, Oct. 28 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, and. ac. and div. sep. est. *J. Ryle*.—*Wm. Stead*, Boroughbridge, Yorkshire, corn-miller, Oct. 31 at 11, George Inn, York, and. ac.; at 12, fin. div.—*John Calverley*, Abbey, near Knaresborough, Yorkshire, corn-miller, Oct. 31 at 1, George Inn, York, and. ac.; at 2, first and fin. div.—*Thomas Preedy* and *Wm. Preedy*, Oxford, grocers, Oct. 28 at 11, Lucas's, Town-hall, and. ac.; at 12, fin. div.—*Thos. Downing*, Bransford, Worcestershire, miller, Oct. 28 at 12, Gillam & Son's, Worcester, and. ac.; at 1, first and fin. div.—*Austin Russell*, All Saints, Oxford, ironmonger, Oct. 28 at 11, Lucas's, under the Town-hall, Oxford, and. ac.; at 12, fin. div.—*Addison Duncan*, Shaw-hill, Halifax, Yorkshire,

cloth-merchant, Oct. 31 at 12, White Lion Inn, Halifax, and at 1, div.—*Saml. Hamslett*, Liverpool, licensed victualler, October 29 at 11, Clarendon-rooms, Liverpool, fin. div.—*James Hill*, Seneombe, Wallasey, Cheshire, brewer, Oct. 31 at 10, Clarendon-rooms, Liverpool, div.—*Joshua Wheeler*, Farsley, Leeds, Yorkshire, cloth manufacturer, Oct. 31 at 11, Commissioners'-rooms, Leeds, fin. div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Oct. 28.

*Cornelius Edwd. Garmen*, Tottenham-court-road, chemist.—*Wm. Ward*, Leeds, Yorkshire, cloth-merchant.—*Joshua D. Gander*, Brydges-street, Covent-garden, victualler.—*John Litchfield*, Bethnal-green, builder.—*John Stammer*, Charles-st., Grosvenor-square, brush-dealer.—*Jos. Till*, Shirley-mills, Hampshire, brewer.—*Daniel Wade Acraman*, *Wm. Edward Acraman*, and *Alfred J. Acraman*, Bristol, merchants.

#### FIAT ANNULLED.

*John Weston Palmer*, Old Backenham, Norfolk, grocer, draper, and general shopkeeper.

#### PARTNERSHIP DISSOLVED.

*Alex. Key*, *John Barlow*, jun., and *John P. Aston*, Manchester, attorneys at law and solicitors.

#### SCOTCH SEQUESTRATIONS.

*John Thomson*, St. Andrews, painter.—*Alexander Lawson*, Dundee, flesher.—*Andrew Alexander*, Kirkaldy, glazier.—*Hugh Nielson*, Carlisle, Lanark, merchant.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before a Commissioner on Circuit:—

**Court-house, NORWICH, (City), Oct. 31 at 10.**

*Richard Parker*, Norwich, silk weaver.—*William Watts*, Heigham, unemployed.—*Wm. Jessup*, Norwich, lath maker.—*Steph. H. Wiles*, Heigham, out of business.—*Geo. Spaul*, Norwich, carpenter.—*John Kemp*, Norwich, publican.—*Wm. Pye*, St. Peter of Mancroft, publican.—*Wm. Watling*, Norwich, tailor.—*Edwin Wm. Yarrington*, Norwich, out of business.—*Geo. N. Stewardson*, Norwich, printer.—*W. Girling*, jun., Millgate, boat builder.—*Chas. J. Taylor*, St. Peter of Mancroft, bookbinder.

**Court-house, NORWICH CASTLE, Norfolk, Oct. 31 at 10.**

*Hen. W. Riom*, Norwich, and Fulham, Norfolk, attorney's clerk.—*Harrison Addins*, Outwell, farmer.—*George Browne*, Walton, gig maker.—*John Filby Ward*, Weasenham, cattle dealer.—*Thomas Withnos*, Downham-market, printer.—*John Howell*, Great Yarmouth, currier.—*David Tyra*, Terrington, St. Andrews, carter.—*John Withers*, Blotfield, bricklayer.—*John Robertson*, South Lynn, King's Lynn, out of business.

**Court-house, DURHAM, (County), Oct. 29 at 10.**

*William Robinson*, Sunderland, baker.—*John Armstrong*, Crook, draper.—*Burnet Smith*, Bishop Wearmouth, in no employment.—*Geo. W. Barnes*, Little Shields, cottoner.—*Thos. Wilson*, Sunderland, juxta Mare, clerk.—*Robert Dent*, Bishop Wearmouth, cabinet maker.—*James Pringle*, Gateshead, joiner.—*Matt. Watson*, Durham, publican.—*Frederick Neave*, Darlington, professor of foreign languages.—*John R. Anderson*, South Shields, shoemaker.—*Jos. Hudson*, Durham, publican.—*Jos. Bond*, jun., Old Shildon, cartman.—*Matthew Patton*, Seaham Harbour, brewer.—*Thomas Blumer*, South Shields, shipwright.—*Matt. Park*, Durham, painter.—*Joseph Sutherland*, Bishop Wearmouth, out of business.—*Anthony Bell*, Wolsingham, butcher.—*Thomas Wilson*, Sunderland, painter.—*Ralph Sanderson*, Bishop Wearmouth, shoemaker.—*Rob. Hunter*, Monk Wearmouth, publican.—*Wm. Dadds*, South Shields, mast maker.—*Alex. Robinson*, Stockton-upon-Tees, coal fitter.—*Alexander Kinross*, Seaham Harbour, coal trimmer.—*Jas. White*, Bishop Wearmouth, labourer.—*John Hodgson*, Bishop Wearmouth, soda-water maker.—*J. Storey*, Comdon, near Bishop Auckland, joiner.—*R. Butler*, Bishop Wearmouth, mason.—*John Carter*, North Cowton, near Carterick, Yorkshire, and Darlington, Durham, mason.—*Wm. Gibson*, Stockton-upon-Tees, timber merchant.—*J. Newton*, Hetton-le-Hole, bankman.

**Court-house, YARMOUTH, Norfolk, Oct. 29 at 10.**

*Samuel Amis*, jun., Great Yarmouth, fish dealer.—*James Amis*, Great Yarmouth, mariner.—*James Runniff*, jun., Great Yarmouth, fish dealer.—*Caroline Bedford*, Great Yarmouth, dealer in provisions.

**Court-house, BRECON, Brecknockshire, Oct. 31 at 10.**

*Simon Jones*, Brecon, beer-house keeper.—*E. Humphreys*, Blaenycwm, Merthyrtyrnog, out of business.—*Richard Price*, Brynmawr, otherwise Wainbelygon, Llanelly, cider merchant.

**Court-house, MAIDSTONE, Kent, Oct. 28 at 10.**

*George Everitt*, Greenwich, clerk to the Safety Steam Boat Company.—*Wm. Wilde*, Woolwich, blacksmith.—*Edward Cheesman*, Lew Tonbridge-wells, coal dealer.—*H. G. Moore*, Gravesend, out of business.—*Henry Wall*, Chatham, assistant to a brewer.—*Charles Small*, Great Chart, near Ashford, butcher.—*Charles Russell*, Gravesend, professor of dancing.—*F. J. Edgecombe*, Sheerness, agent for sale of slops and provisions to her Majesty's ships.—*Martha Ann Thomas*, Ilcomb, spinster.—*Jas. Miller*, Thorne, near Gravesend, labourer.—*Thos. Tapply*, Rolvenden, tailor.—*Isaac Hague*, Iden-green, Benenden, out of business.—*John Robins*, Sheerness, builder.—*E. Wright*, Lee, near Lewisham, carpenter.—*John Bourne*, Peteridge, near Breonchley, out of business.—*John Lloyd*, Milton, next Gravesend, out of business.—*H. Stoakes*, jun., Lympus, near Hythe, out of business.—*John Levy*, Sheerness, outfitter.—*Joseph Paine*, Maidstone, wig maker.

**Court-house, HEREFORD, (County), Oct. 28 at 10.**

*John Morgan*, Lower Kinsham, farmer.—*Barneby Davies*, Basbury, wheelwright.—*John Probert*, Cusop, victualler.—*T. Oliver*, Stoke Prior, labourer.—*Rich. Jones*, Whitchurch, mason.—*James Parsons*, Criftage Farm, Ullenswick, out of business.—*Saml. Lloyd*, Kingston, shoemaker.—*Wm. Perry*, Skenfith, Monmouthshire, sawyer.

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VIII. Copy of such List, § 8.

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X. Appointment of Paid Constables, § 19.

IX. Summons to Constable to attend to be sworn.

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X. b Clerks' List of Constables, § 14.

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XIV. Appointment of New Constable to supply a Vacancy, § 16.

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# The Jurist

No. 301.

LONDON, OCTOBER 15, 1842.

PRICE 1s.

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LONDON, OCTOBER 15, 1842.

THE approach of the time of holding the Quarter Sessions of the Peace, reminds us of an intention we some time since formed, of noticing an Act passed during the last session to define the jurisdiction of the justices. Of that jurisdiction it is unnecessary to state the origin, which must be well known to our readers; the present object being to remind them of a new law. The alterations in the Criminal Law, by taking away the punishment of death in so many instances, brought within the jurisdiction of the justices in Quarter Sessions many offences which, because punishable capitally, could not formerly be tried by them. It will be seen that these are again withdrawn from it by the late act. It enacts "That neither the justices of the peace, nor the recorder of any borough, shall, at any session of the peace, try any person for any treason, murder, or capital felony, or any felony which, when committed by any person not previously convicted of felony, is punishable by transportation beyond the seas for life, or for any of the following offences; (that is to say),

1. Misprision of treason.
2. Offences against the Queen's title, prerogative, person, or government, or against either House of Parliament.
3. Offences subject to the penalties of præmunire.
4. Blasphemy, and offences against religion.
5. Administering or taking unlawful oaths.
6. Perjury and subornation of perjury.
7. Making or suborning any other person to make a false oath, affirmation, or declaration, punishable as perjury, or as a misdemeanor.
8. Forgery.
9. Unlawfully and maliciously setting fire to crops of corn, grain, or pulse, or to any part of a wood, coppice, or plantation of trees, or to any heath, gorse, furze, or fern.

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10. Bigamy, and offences against the laws relating to marriage.
11. Abduction of women and girls.
12. Endeavouring to conceal the birth of a child.
13. Offences against any provisions of the laws relating to bankrupts and insolvents.
14. Composing, printing, or publishing blasphemous, seditious, or defamatory libels.
15. Bribery.
16. Unlawful combinations and conspiracies, except conspiracies or combinations to commit any offence which such justices or recorder respectively have or has jurisdiction to try when committed by one person.
17. Stealing or fraudulently taking, or injuring or destroying, records or documents belonging to any court of law or equity, or relating to any proceeding therein.
18. Stealing or fraudulently destroying or concealing wills or testamentary papers, or any document or written instrument, being or containing evidence of the title to any real estate, or any interest in lands, tenements, or hereditaments."

The 2nd section empowers a Judge of the Superior Courts at Westminster, "acting under any commission of oyer and terminer and gaol delivery for any county, to issue, if he shall think fit, any writ or writs of certiorari or other process, directed to the justices of the peace acting in and for such county, riding, division, or liberty, or to the recorder of any borough situated within the said county, commanding the said justices and recorder severally to certify and return into the court holden under the authority of such commission of oyer and terminer and gaol delivery, all indictments or presentments found or taken before any of the said justices of the peace, or recorder, of any offences which, after the passing of this act, such justices or recorder will not have jurisdiction to try, and the several recog-

nissances, examinations, and depositions; relative to such indictments and presentments; and also, if necessary, by writ or writs of habeas corpus, to cause any person or persons who may be in the custody of any gaol or prison, charged with any such offence, to be removed into the custody of the keeper of the common gaol of the county."

It is to be observed, that the justices or recorders are only forbidden by the first section to *try* any person for the offences enumerated. It may be supposed from this, coupled with the above provision for the removal of indictments, that it is still competent for a prosecutor to prefer a bill of indictment for any of those offences before the grand jury at the Quarter Sessions, and that the same when found may be removed and tried at the assizes. The act seems to refer to the trial of an indictment already found. And, indeed, if this is not the construction of it, the provision in the second section is unnecessary, except to meet the cases of indictments found before the passing of the Act, but not then tried, for which purpose it seems unlikely that words of so extended an import would have been used. And instances may not unfrequently occur, with respect to some, at least, of the specified offences, where, upon a magistrate declining to hold a person to bail, it would be desirable to have an indictment at once found, in order that a bench warrant might be issued. On the other hand, however, it is to be observed, that in a case which occurred before the passing of this act, (*R. v. Haynes, R. & M., C. N. P. 298*), the judge treated an indictment for forgery, found at the sessions and removed by certiorari, as a nullity, and refused to try it. Among the offences mentioned in the Act are some which the sessions never had power to try: treason, misprision of treason, præmunire, forgery, and perjury at common law. With respect to capital felonies, although the justices in sessions had, in point of law, jurisdiction, it was not the practice for them to try any indictments in such cases.

Recent statutes, however, had, as we before observed, placed many of such offences within their reach, and rendered the late enactment necessary. The other excluded offences are unfit to be brought before such tribunals, on account of the frequent intricacy of the proofs, and the nice points of law likely to arise during the trial. By this we are reminded of what has often appeared to us a great defect in this branch of the criminal administration. A Judge, although possessed, as he must be, of great legal knowledge and experience, has power, when any point of law arises which he thinks himself unable to decide, to reserve it for the opinion of his brethren upon the bench, and to have it solemnly argued before them. Recorders and Justices have no such power, but must decide for themselves; and the law thus unwisely provides, that he should have assistance who least requires it, whilst they with whom to err is as probable as to be right, are left without a guide. Nor does the permitting them to try ordinary offences only remove the evil; for, as must be known to every one who practises in those courts, very difficult points of law may arise upon a trial for even a common larceny. It seems, indeed, that, whilst at the risk, it may be, of the poor man getting no justice at all,

the utmost care is manifested, that, in disputes about his property of even small value, it should be both good and expensive, the case is reversed when he is placed at the bar of a criminal court, with danger threatening his good name, the only wealth, oftentimes, of the poor.

But to return to our Act of Parliament. The third section enacts, that where an indictment shall be removed, the recognizances which have been entered into shall be obligatory upon the parties to appear at the assizes, in like manner as if originally entered into for that purpose. But it is provided, that one week's notice shall have been given to the parties bound by the recognizance. It would seem that this is to be after the writ of certiorari is granted, as the Judge granting it is directed by the Act to cause the party applying to enter into a recognizance to do so. The words of the second section import, that the Judge, acting under a commission for any county, is to issue a writ to the Justices of such county. We apprehend, therefore, that an application cannot be made to him until after the commencement of the assizes for the county to which the Justices belong; and if seven days are then to elapse before the trial, it would, in many instances, be impossible for it to be had during the same assizes. Does the Act mean that the party applying for the writ may give the notice in anticipation?—It does not seem to us to do so; it would be better if it did. If, indeed, these clauses applied only to cases occurring just at the time of its passing, and were of a temporary nature, it would be of little consequence; but, as we before said, they appear to embrace cases which may occur hereafter.

With these suggestions we now leave it to the observation of our readers.

One of the clauses of the Act of last session to amend the Law of Copyright has been the subject of general remark. We allude to that prohibiting the importation, for sale or hire, of books printed abroad, in which there is a subsisting copyright, or the selling, publishing, or exposing to sale or hire, such books, knowing them to have been unlawfully imported. As this strikes at a practice which has prevailed to a great extent, it may not be amiss to remind our readers that the purchase of such books by any persons for their own use is not forbidden, nor are they liable to an action under the statute for having such in their possession. By the 23rd section, books unlawfully printed or imported are to be deemed the property of the proprietor of the copyright, who may bring an action of detinue or trover for their detention or conversion. This, however, extends only to books imported for sale or hire, and the onus of proving them to be such would, we apprehend, lie upon the party bringing the action. Considering the difficulty which a proprietor of copyright will have in making out his case in such actions, it would, perhaps, have been better to have treated the possession in any part of the British dominions of a book purporting to be unlawfully printed, as *prima facie* evidence of illegality, and to have made the party shew how he came by it.

ON THE EFFECT OF THE 1 VICT. c. 26, s. 33,  
ON THE DOCTRINE OF LAPSE.

The 33rd section of the Wills Act (1 Vict. c. 26) has given rise to conflicting opinions as regards its effect on the doctrine of lapse. It will be recollected that by that section it is enacted, "that where any person, being a child or other issue of the testator, to whom any real or personal estate shall be devised or bequeathed, for any estate or interest not determinable at or before the death of such person, shall die in the lifetime of the testator, leaving issue, and any such issue of such person shall be living at the time of the death of the testator, such devise or bequest shall not lapse, but shall take effect as if the death of such person had happened immediately after the death of the testator, unless a contrary intention shall appear by the will."

On the construction of this clause it has been contended, on the one hand, that where the child of a testator pre-deceases such testator, leaving issue, the effect of the statute on a testamentary gift to the deceased child is not that the issue of such deceased child will necessarily be entitled, but that the subject of testamentary gift is constituted by force of the statute the disposable property of the devisee or legatee, and as such will follow the dispositions of his will. (See Jarman on Wills, 314, and Sugden on Wills, pp. 111, 113). On the other hand, it has been contended, that a testator is only empowered, by the express words of the statute, to pass such interest as *he may be entitled to at the time of his death*, (Sect. 3); that the 24th section only refers to the estate *comprised in the will*; that it is impossible to say that a devisee or legatee, dying in the lifetime of the testator, is entitled at the time of his death to any estate or interest in the devise or legacy; that consequently the subject of such devise or legacy cannot be *comprised* in the will of the devisee or legatee so dying; and that, taking the effect of these clauses in connexion with the very obvious anxiety of the Legislature, by the 33rd section, to provide against the disenthling of the issue of the deceased child by reason of his decease in the lifetime of the testator, the intention and effect of the statute is, that, in the case of lapse, referred to by the 33rd section, the issue of the deceased donee shall take by representation. (Worthington on Wills, 459, *notis*).

The point is, unquestionably, one of very considerable difficulty; for while on the one side the arguments of the learned writer last cited are perhaps most consistent with a rational exposition of the intention of the Legislature, as applying a fit remedy to a specific mischief; on the other side, it must be admitted, that however artificial the reasoning in support of the opposite construction of the statute, and however singular the consequences which seem to flow from it may appear to many, such reasoning and such consequences result almost unavoidably from the force of the words used by the Legislature.

The language of the early part of the 33rd section clearly points at the mischief intended to be removed; viz. the loss by the children of a deceased child of the testator, of the provision made for such child, and through him almost universally intended by the testator for the family of such child. If that had not been the intention of the Legislature, it would have been unnecessary to have made it a condition of the clause having any application, that the donee pre-deceasing his testator, should leave issue, and that such issue should be living at the death of the testator. It is plain, that if the child of a testator were to die in his lifetime, not leaving children or other issue living at the death of the testator, lapse would take place; the object of the clause being only to prevent lapse, when there are living at the death of the ancestor

issue of the child, or other his issue to whom he has devised or bequeathed property. The issue are, therefore, plainly the object of the care of the statute, of which the intention appears to be to preserve the provision obviously destined by the testator for them, and not to increase the testamentary power of the deceased donee. At the same time, although the inference from this part of the 33rd section is irresistible, that to prevent the provision of the issue of the deceased donee from failing by lapse was the object of the care of the Legislature, there is nothing to shew an intention to prevent their provision from failing by any other means; nothing to shew an intention of providing for them at all events. We come then to the latter part of the section, and by that it is provided that the devise or legacy which would have lapsed by the old law, shall not lapse, but "shall take effect as if the death of such person had happened immediately after the death of the testator, unless a contrary intention &c."

Now, if the stat. 1 Vict. c. 26 had not passed, and if the child of a testator, being a devisee or legatee under his will, had survived the testator, it is incontestable that the will of such devisee or legatee would have passed the subject of the devise or legacy to him. And what the statute appears to do, is, to create by its force an imaginary state of circumstances, and then to say that such effects shall take place as if that imaginary state of circumstances were real. It says that the devise or legacy shall take effect, *as if* the devisee or legatee had survived the testator. Now, if it be held that the will of a devisee or legatee pre-deceasing the testator, under the circumstances referred to in the 33rd section, does not comprise in it and pass the subject of the gift, that is, in effect, to contradict the statute, and to say that the gift shall not take effect *as if* the donee had survived the testator; because one of the effects of his actually so surviving, would be that his will would comprise and pass it.

It is objected to this, as we have already mentioned, that a testator under the 1 Vict. c. 26 can only pass by his will such interests as he may be entitled to at the time of his death; and that he is clearly not entitled at the time of his death to the subject of a gift contained in a will, which does not take effect till after his death. That he is not actually so entitled, there can be of course no question. But that does not seem necessarily to exclude the particular operation of the statute to which we are at present addressing our argument. The question is, not whether the donee is entitled to the subject of the gift, but whether the statute does not give him the same power over it *as if he were entitled to it* at the time of his death: whether it does not, for the special purpose of the 33rd section, suppose the donee to be living at the death of the testator, and impress upon the gift the same qualities as it would have, if he had actually been living; among others, the quality of being comprised in and following his testamentary dispositions.

We confess that the train of reasoning by which this construction of the statute is arrived at, although perhaps somewhat artificial, appears to us to be almost an inevitable consequence of the legal effect of the words used in the latter part of the 33rd section. And the question remaining is, whether the construction thus put on them is inconsistent with the former part. We have observed upon that, that the anxiety of the statute to prevent failure, by lapse, of the provision destined indirectly for the issue, is manifest. But there it stops. It does not prescribe how such provision is to be preserved for the issue, whether by force of the statute itself, or by the disposition in their favour of the original donee; nor does it even prescribe that such provision shall, in all cases, be preserved *for the issue*.

There is nothing therefore inconsistent with the intention of merely preserving the provision of the issue



from failure by lapse, in attributing to the statute an intention to give to the donee power to dispose of it by will.

On the whole, we confess, that although the clause in question is certainly open to doubt and argument, it appears to us that its parts are better reconciled with each other, by adopting the construction contended for by the two learned writers to whom we have first referred, than that, according to which it must be held, not merely to intend the preservation of the provision of the issue of the deceased donee from lapse, but to give to the latter part of the clause the invariable effect of vesting such provision in the issue by force of the statute.

C. D.

## London Gazette.

TUESDAY, OCTOBER 11.

### DECLARATION OF INSOLVENCY.

**JOSHUA ALLEN**, Much Wymondley, Hertfordshire, dealer in cattle.

### BANKRUPTS.

**JOHN THOMAS BOOR**, Lower Thames-st., eating and lodging-house keeper, Oct. 27 at half-past 1, and Nov. 22 at 11, Court of Bankruptcy: Off. Ass. Whitmore; Sol. Wilson, 13, Farnival's-inn.—Fiat dated Oct. 10.

**GEORGE RIDLEY**, Gould-sq., London, wine and spirit merchant, Oct. 20 at 1, and Nov. 22 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sols. Baxendale & Co., Gt. Winchester-st.—Fiat dated Oct. 10.

**THOMAS M'CONKEY** and **ADAM HOWIE**, Lambeg, Downshire, bleachers, Oct. 21 and Nov. 22 at 1, Clarendon-rooms, Liverpool: Sols. Littledale & Bardswell, Liverpool; Vincent & Sherwood, Temple.—Fiat dated Sept. 30.

**SAMUEL THORP** and **THOMAS THORP**, Manchester, merchants, Oct. 25 and Nov. 22 at 2, Commissioners'-rooms, Manchester: Sols. Earle, Manchester; Fox, 40, Finsbury-circus.—Fiat dated Oct. 4.

**JOHN THORP**, Manchester, merchant, Oct. 25 and Nov. 22 at 1, Commissioners'-rooms, Manchester: Sols. Earle, Manchester; Fox, 40, Finsbury-circus.—Fiat dated Oct. 4.

**GEORGE DAVENPORT THOMAS**, Wem, Shropshire, grocer, ironmonger, and maltster, Oct. 26 and Nov. 22 at 11, Shire-hall, Shrewsbury: Sols. Barker, Wem; Cuff, 12, Half-moon-st., Piccadilly.—Fiat dated Oct. 5.

**ALEXANDER JACOB**, Manchester, merchant, Oct. 27 and Nov. 22 at 11, Commissioners'-rooms, Manchester: Sols. Hitchcock, Manchester; Johnson & Co., Temple.—Fiat dated Oct. 4.

### MEETINGS.

*Robert Campion* and *John Campion*, Whitby, Yorkshire, bankers, Nov. 8 at 11, Angel Inn, Whitby, pr. d.—*John Campion* and *Wm. Campion*, Whitby, Yorkshire, ship builders, Nov. 9 at 11, Angel Inn, Whitby, pr. d.—*Edw. Hilton* and *Nathaniel Walsh*, Over Darwen, Lancashire, paper makers, Nov. 2 at 10, Commissioners'-rooms, Bolton-le-Moors, last ex.—*Thomas Wallace*, Pentwyn Iron Works, near Pontypool, Monmouthshire, grocer, Oct. 25 at 12, Westgate Hotel, Newport, last ex.—*H. J. Collett*, City of London, and Manchester, warehousemen, Oct. 21 at 1, Court of Bankruptcy, last ex.—*John Reeve*, High Holborn, and Drury-lane, carver, Oct. 21 at 2, Court of Bankruptcy, last ex.—*Charles Newman*, Scrips, Little Coggeshall, and Great Coggeshall, Essex, and Llanon, Carmarthenshire, miller, Oct. 28 at 1, Court of Bankruptcy, last ex.—*John Bent*, Dudley, Worcestershire, grocer, Oct. 28 at 2, Swan Hotel, Wolverhampton, last ex.—*George Hawley*, Goole, Yorkshire, coal merchant, Nov. 1 at 11, Guildhall, Doncaster, last ex.—*James Lockwood* and *George Lockwood*, Wakefield, Yorkshire, and St. John's, New Brunswick, North America, linen drapers, Nov. 1 at 10, Commissioners'-rooms, Leeds, last ex.; at 11, aud. ac.; at 12, div.—*W. Wallace* and *Robt. Byers*, Blackburn, Lancashire, powerloom cloth manufacturers, Nov. 4 at 1, Town-hall, Preston, last ex.—*George Skipp*, Malvern Wells, Hanley Castle, Worcestershire, cider merchant, Nov. 4 at half-past 10, Crown Hotel, Worcester, aud. ac.; at 11, last ex.—*John Baldstone*, Tooley-st., Southwark, builder, Nov. 3 at 12, Court of Bank-

ruptcy, aud. ac.—*Mary Otley*, St. James's-st., milliner, Nov. 3 at 1, Court of Bankruptcy, aud. ac. and div.—*John Horatio Clark* and *Henry C. Farrow*, King William-st., wine merchants, Nov. 3 at 11, Court of Bankruptcy, aud. ac.—*Margaret Thomas*, Manchester, innkeeper, Nov. 2 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Edward Till*, Worcester, butcher, Nov. 3 at 12, New Greyhound Inn, Worcester, aud. ac.; at 1, div.—*Benj. John Wetherell*, Walk-mill, Osmotherly, Yorkshire, bleacher, Nov. 3 at 10, Golden Lion Inn, Northallerton, aud. ac.—*John Whitworth*, Birmingham, plumber, Nov. 2 at 1, Waterloo-rooms, Birmingham, aud. ac.—*Wm. Roskell*, Liverpool, tailor, Nov. 2 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*George Gibson*, Liverpool, stock broker, Nov. 7 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*Henry Hill*, Penkhull, Stoke-upon-Trent, Staffordshire, maltster, Nov. 2 at 11, Castle Hotel, Newcastle-under-Lyme, aud. ac.—*Thomas Day* and *Thomas Appleby*, Cheddleton, Staffordshire, paper manufacturers, Nov. 2 at 11, Castle Hotel, Newcastle-under-Lyme, aud. ac. joint est.; at 12, aud. ac. sep. est. *T. Appleby*.—*Wm. Ward*, Saffron Walden, Essex, carpenter, Nov. 4 at 11, Rose and Crown Inn, Saffron Walden, aud. ac.—*James Drake*, Birmingham, bookseller, Nov. 2 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, div.—*Rich. Blundell*, Hooton, Cheshire, banker, Nov. 1 at 11, Clarendon-rooms, Liverpool, aud. ac.—*John Best*, Kidderminster, Worcestershire, maltster, Nov. 2 at 11, Brinton's, Kidderminster, aud. ac.—*Wm. Markland*, Bolton-le-Moors, Lancashire, ironfounder, Nov. 2 at 12, Swan Inn, Great Bolton, aud. ac.—*Jos. Woodhead*, Duckmanton, Derbyshire, cattle dealer, Nov. 3 at 12, Town-hall, Sheffield, aud. ac.—*H. W. Hobhouse*, J. Phillott, and C. Lowder, Bath, bankers, Nov. 2 at 11, English's, Bath, aud. ac.; Nov. 3 at 11, div.—*J. Coupland* and *Fred. Duncan*, Liverpool, merchants, Nov. 2 at 11, Clarendon-rooms, Liverpool, aud. ac. joint est.; at 12, aud. ac. sep. est. *John Coupland*.—*John Marshall*, Bescott-hall, and Wednesbury, Staffordshire, iron-merchant, Nov. 2 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*John Cunard* and *James Ingram*, New Broad-st., City of London, merchants, Nov. 5 at 12, Clarendon-rooms, Liverpool, aud. ac.—*Hamilton Wood*, Manchester, and Watling-st., London, stuff merchant, Nov. 7 at 12, Commissioners'-rooms, Manchester, aud. ac.—*Jas. Livesey*, Bury, Lancashire, cotton-spinner, Nov. 9 at 1, Swan Inn, Bolton, aud. ac.; at 2, div.—*Geo. A. Thompson* and *Benj. James Thompson*, Wylam, Northumberland, iron-masters, Nov. 3 at 2, aud. ac. joint est.; at 2, aud. ac.; at 3, fin. div. sep. est. *Geo. A. Thompson*.—*Robt. Robson* and *J. P. Robson*, Newcastle-upon-Tyne, builders, Nov. 1 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div. joint and sep. est.—*Joseph Scott*, Manchester, paper-dealer, Nov. 7 at 3, Commissioners'-rooms, Manchester, aud. ac.; at 2, div.—*Edw. Jones*, Manchester, drysalter, Nov. 7 at 12, Commissioners'-rooms, Manchester, div.; at 1, aud. ac.—*Lancelot Beck*, Bristol, broker, Nov. 1 at 2, Commercial-rooms, Bristol, aud. ac.; Nov. 4 at 1, first and fin. div.—*Wm. Williams*, Bristol, builder, Nov. 1 at 2, Commercial-rooms, Bristol, aud. ac.; Nov. 4 at 2, first and fin. div.—*John Protheroe*, jun., Bristol, iron-merchant, Nov. 7 at 1, Commercial-rooms, Bristol, aud. ac.; Nov. 8 at 1, fin. div.—*J. R. Hayward* and *Wm. C. Fletcher*, Manchester, booksellers, Nov. 4 at 3, Commissioners'-rooms, Manchester, aud. ac. and div. sep. est. *William Fletcher*; at 4, aud. ac. and div. joint est.—*Wm. Armer*, Manchester, fancy drill manufacturer, Nov. 5 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac.—*Anthony Alder*, Brimscombe, Gloucestershire, cloth-factor, Nov. 1 at 11, Royal George Hotel, Stroud, aud. ac.—*Handy Davis* and *Jesse Davis*, Chalford, Gloucestershire, clothiers, Nov. 1 at 12, Royal George Hotel, Stroud, aud. ac.—*Geo. Smith*, *Thos. Smith*, and *Chas. Fredk. Smith*, Cheltenham, Gloucestershire, and Liverpool, tailors, Nov. 2 at 12, Royal Hotel, Cheltenham, aud. ac.—*Geo. Tennant*, Wigan, Lancashire, maltster, Nov. 10 at 3, Swan Inn, Bolton-le-Moors, aud. ac.; at 4, div.—*Henry Mainwaring*, Manchester, draper, Nov. 7 at 4, Commissioners'-rooms, Manchester, aud. ac.; at 5, div.—*W. D. Dawncsey*, Birmingham, iron-master, Nov. 4 at 1, Waterloo-rooms, Birmingham, aud. ac.—*Wm. Thorpe*, Goole, Yorkshire, stone-mason, Nov. 1 at 11, Town-hall, Doncaster, aud. ac.—*John Atkinson*, Goole, Yorkshire, joiner, Nov. 1 at 11, Town-hall, Doncaster, aud. ac.—*Thos. Waller*, *Saml. Waller*, *Thos. Waller*, jun., *William Waller*, and *Ralph K. Waller*, Manchester, cotton-spinners, Nov. 8 at 1, Commissioners'-

rooms, Manchester, aud. ac.; at 2, div.—*Jas. Fisher*, Chorlton-upon-Medlock, Lancashire, draper, Nov. 4 at 12, Commissioners'-rooms, Manchester, aud. ac.—*Wm. Peters*, Blackfriars-road, Surrey, wine-merchant, and Oldham, Lancashire, victualler, Nov. 7 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Wm. Edwards* and *Geo. Walker*, Chester, nurserymen, Nov. 9 at 11, Royal Hotel, Chester, aud. ac.—*Jas. Appleby*, Leeds, corn-factor, Nov. 2 at 9, Commissioners'-rooms, Leeds, aud. ac.—*Samuel Peake*, jun., and *John Rothwell*, Halliwell, Lancashire, calico-printers, Nov. 2 at 1, Swan Inn, Great Bolton, aud. ac.—*John Scholes*, Manchester, and Denshaw-vale, near Saddleworth, Yorkshire, calico-printer, Nov. 5 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Richd. Blundell*, Liverpool, distiller, Nov. 1 at 11, Clarendon-rooms, Liverpool, aud. ac.—*Walter Jacks*, Bristol, merchant, Nov. 4 at 1, Commercial-rooms, Bristol, aud. ac.—*J. Wat. F. Taylor*, and *Thos. Walker*, Newport, Monmouth, corn-merchants, Nov. 2 at 3, Commercial-rooms, Bristol, aud. ac.—*Wm. Huxtable* and *Richd. Genge*, Ilfracombe, Devonshire, ship-builders, Nov. 2 at 1, Commercial-rooms, Bristol, aud. ac.; Nov. 3 at 1, fin. div.—*J. Ford*, Bristol, cooper, Nov. 2 at 3, Commercial-rooms, Bristol, aud. ac.; Nov. 3 at 2, div.—*John Bennett*, Melkham, Wiltshire, corn-factor, Nov. 2 at 3, Commercial-rooms, Bristol, aud. ac.; Nov. 3 at 3, div.—*John Parbery*, Northampton, saddler, Nov. 3 at 1, Stag's Head Inn, Northampton, aud. ac.—*David Bidmead*, Bread-st., Cheapside, warehouseman, Nov. 3 at half-past 1, Court of Bankruptcy, div.—*Benjamin Hobday*, Edgbaston, near Birmingham, factor, Nov. 3 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, fin. div.—*John Slater*, *Robert B. Wyld*, and *James Slater*, Bradshaw, near Bolton-le-Moors, and Clayton-mills, near Manchester, bleachers, Nov. 1 at 4, Swan Hotel, Bolton-le-Moors, aud. ac.; at 5, div. sep. est. *Robert Bolton Wyld* and *James Slater*.—*Samuel Owen*, Conway, Carnarvonshire, innkeeper, Nov. 3 at 1, Castle Hotel, Carnarvon, aud. ac.; at 3, div.—*Ed. Evans*, Carnarvon, coal-merchant, Nov. 3 at 11, Castle Hotel, Carnarvon, aud. ac. and div.—*Jas. H. Allen*, Porth Cawl, Newton Nottage, Glamorganshire, timber-merchant, Nov. 3 at 11, Bush Inn, Swansea, aud. ac. and div.—*Edward Edwards*, Menai-foundry, Anglesey, iron-founder, Nov. 4 at 11, Liverpool Arms, Bangor, aud. ac.; at 1, div.—*Robt. Pritchard*, Bangor, Carnarvonshire, druggist, Nov. 4 at 3, Liverpool Arms, Bangor, aud. ac.; at 4, div.—*J. Nottingham*, Cheltenham, Gloucestershire, picture-dealer, Nov. 2 at 11, Royal Hotel, Cheltenham, aud. ac.; at 12, div.—*John Smith*, Thorne, Yorkshire, draper, Nov. 4 at 11, Guildhall, Doncaster, aud. ac. and fin. div.—*Jas. Clarke* and *Robt. P. Clarke*, Leeds, music-sellers, Nov. 4 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, div.—*John Hogg* and *Francis Sharpe*, Leeds, cloth-merchants, Nov. 4 at 12, Commissioners'-rooms, Leeds, aud. ac.; at 1, fin. div.—*Richard B. Watson*, Leeds, share-broker, Nov. 4 at 4, Commissioners'-rooms, Leeds, aud. ac.; at 5, first and fin. div.—*George A. Calor*, Leeds, wool-merchant, Nov. 8 at 11, Commissioners'-rooms, Leeds, aud. ac.; at 12, fin. div.—*Benjamin Challiner*, Derby, colour manufacturer, November 2 at 12, Royal Hotel, Derby, aud. ac.; at 1, div.—*John Blanthorn*, Shrewsbury, Shropshire, mercer, Nov. 4 at 11, Guildhall, Shrewsbury, aud. ac.; at 1, div.—*Hen. Thos. Newton*, Derby, liquor merchant, Nov. 2 at 2, Royal Hotel, Derby, aud. ac.; at 3, div.—*Jeremiah Winks*, Sheffield, Yorkshire, iron-merchant, Nov. 8 at 12, Town-hall, Sheffield, aud. ac.; at 1, fin. div.—*H. Baird*, Gloucester, wholesale grocer, Nov. 7 at 10, Lovegrove's, Gloucester, aud. ac.; at 12, first and fin. div.—*Edward Jones*, Wrexham, Denbighshire, ironmonger, Nov. 2 at 12, Wynstay Arms Inn, Wrexham, aud. ac.; at 1, fin. div.—*John Taylor*, Hedon in Holderness, Yorkshire, corn-merchant, Nov. 1 at 1, George Inn, Kingston-upon-Hull, aud. ac. and div.—*James Reed*, Leeds, cloth-dresser, Nov. 10 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, fin. div.—*Jas. Rowe*, Devonport, Devonshire, tailor, Nov. 8 at 1, Townshend's London Inn, Devonport, aud. ac.; at 2, fin. div.—*David Paramore*, Devonport, merchant, Nov. 9 at 11, Townshend's London Inn, Devonport, aud. ac.; at 12, fin. div.—*John Dinnis*, Devonport, baker, Nov. 7 at 1, Townshend's London Inn, Devonport, aud. ac.; at 2, first and fin. div.—*Wm. L. Oddie*, Clithero, Lancashire, cotton-spinner, Nov. 2 at 10, Devonshire Hotel, Skipton, Yorkshire, aud. ac.; at 11, div.—*Geo. Green*, Manchester, engineer, Nov. 4 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*John Smalley*, Duxbury-mill, near Chorley, Lancashire, corn-miller, Nov. 1

at 4, Commissioners'-rooms, Bolton-le-Moors, aud. ac. and div.—*Thos. Hampeon*, Liverpool, broker, Nov. 2 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*Jos. Griffith*, Wigan, Lancashire, printer, Nov. 9 at 12, Swan Inn, Bolton-le-Moors, aud. ac.; at 1, div.—*Rich. Loxham*, Wigan, Lancashire, newspaper proprietor, Nov. 9 at 10, Swan Inn, Bolton-le-Moors, aud. ac.; at 11, div.—*Rob. Asken*, Manchester, merchant, Nov. 9 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*Sarah Bell* and *James Whitfield*, Winton, Durham, merchants, Nov. 3 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*Geo. Stephenson*, Beverley, York, grocer, Nov. 8 at 11, George Inn, Kingston-upon-Hull, aud. ac.; at 12, div.—*Dodsham Blake*, Norwich, mohair manufacturer, Nov. 2 at 11, Royal Hotel, St. Peter of Mancroft, aud. ac.; at 12, div.—*Benj. Thompson*, Wylam, Northumberland, Newcastle-upon-Tyne, iron manufacturer, Nov. 2 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*Sam. Dickenson Leatham*, Liverpool, ironmonger, Nov. 2 at 10, Clarendon-rooms, Liverpool, aud. ac. and fin. div.—*J. Alex. Lee*, *Edw. Holt*, *T. Bell*, and *W. Bookless*, Liverpool, iron founders, Nov. 3 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, first and fin. div. sep. est. *T. Bell*; at 1, div. joint est.—*G. Sutton*, Davenport, Chester, woollen-draper, Nov. 9 at 10, Royal Hotel, Chester, aud. ac.; at 11, fin. div.—*J. Crutchett*, Stroud, Gloucestershire, pawnbroker, Nov. 1 at 1, Royal George Hotel, Stroud, aud. ac.; at 2, fin. div.—*W. Rigg*, Liverpool, merchant, Nov. 2 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div.—*Rich. Ferris*, Bristol, *Jas. Hen. Butler* and *J. Butler*, Liverpool, merchants, Nov. 4 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 3, div.—*Hen. Kirby*, Birmingham, railway-contractor, Nov. 2 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, fin. div.—*Jacob Copplestone*, Plymouth and Exeter, grocer, Nov. 4 at 10, Royal Hotel, Plymouth, aud. ac.; at 11, fin. div.—*Jas. Hoskins*, Crocombe, Somersetshire, baker, Nov. 4 at 11, Mitre Inn, Wells, Somersetshire, aud. ac.; at 12, div.—*Rich. Crouther*, Birmingham, builder, Nov. 1 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*James Douglas*, Birmingham, dealer and chapman, Nov. 1 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, div.—*Stephen Nelson*, Sowerby, near Thirsk, Yorkshire, builder, Nov. 2 at 12, Golden Lion Inn, Northallerton, aud. ac.; at 1, fin. div.—*Rob. Jones*, Shrewsbury, Shropshire, grocer, Nov. 4 at 11, Guildhall, Shrewsbury, aud. ac.; at 12, first and fin. div.—*Jos. Bate*, Dudley, Worcestershire, iron merchant, Nov. 2 at 11, Swan Hotel, Wolverhampton, aud. ac.; at 12, fin. div.—*Edw. Cooper*, *Edw. Peter Cooper*, *Benj. Cooper*, and *J. Alex. Cooper*, Staverton-mills, Trowbridge, Wiltshire, clothiers, Nov. 4 at 11, Angel Inn, Chippenham, aud. ac.; at 12, div.—*J. Radford*, Tiverton, Devonshire, upholsterer, Nov. 4 at 12, Old London Inn, Exeter, aud. ac.; at 1, fin. div.—*Hugh Massey*, Bath, Somersetshire, surgeon, Nov. 8 at 2, Castle and Ball Inn, Bath, aud. ac.; at 3, div.—*Jos. Balm* and *J. Rothwell*, Nottingham and Quorndon, Leicestershire, totting and lace manufacturers, Nov. 4 at 11, Ram Hotel, Nottingham, aud. ac.; at 1, div.—*Thos. Brown Milnes* and *Robert Carven*, Nottingham, brass founders, Nov. 4 at 2, Ram Hotel, Nottingham, aud. ac.; at 4, div.—*Wm. Jackson*, Louth, Lincolnshire, corn merchant, Nov. 1 at 12, Public-buildings in Louth, aud. ac.; at 3, div.—*Hen. Carey*, Nottingham, and *Geo. Daniel Carey*, Basford, Nottinghamshire, hat manufacturers, Nov. 1 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 12, div. sep. est. *Hen. Carey*; at 1, aud. ac.; at 2, div. sep. est. *G. D. Carey*; Nov. 2 at 11, aud. ac.; at 12, div. joint est.—*J. Edmund Hall* and *Hen. Toone*, Nottingham, lace manufacturers, Nov. 2 at 1, George the Fourth Inn, Nottingham, aud. ac.; at 2, div.—*J. Barnett Carey*, Nottingham, lace manufacturer, Nov. 3 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 12, div.—*Wm. Aston*, Toll-end, Tipton, Staffordshire, coal master, Nov. 2 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*H. A. Bacon*, Sheffield, printer, Nov. 2 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—*Wm. Hen. Griffith*, Shrewsbury, wharfinger, Nov. 4 at 11, Guildhall, Shrewsbury, aud. ac. and div.—*S. Wood*, Northampton, ironmonger, Nov. 3 at 11, Dolphin Inn, Northampton, aud. ac.; at 12, fin. div.—*Rob. Derham*, Leeds, Yorkshire, and *Walter Alan Hinde*, and *Jas. Derham*, Dolphinhole, Lancashire, worsted spinners, Nov. 9 at 5, Commissioners'-rooms, Leeds, aud. ac.; at 6, joint and sep. est.—*J. Watson*, Willington, Northumberland, viewer of collieries,

Nov. 1 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 1, first and fin. div.—*Wm. Audley*, Newcastle-under-Lyme, Staffordshire, cabinet maker, Nov. 9 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 1, fin. div.—*J. Sanders Walton*, Northallerton, Yorkshire, money scrivener, Nov. 3 at 11, Golden Lion Inn, Northallerton, aud. ac.; at 1, div.—*Rich. Shaw*, Stoke-upon-Trent, Staffordshire, merchant, Nov. 7 at 10, Newcastle-under-Lyme, aud. ac.; at 11, fin. div.—*Thomas Fletcher*, *William Stanley Roscoe*, *Richard Roberts*, *John Tarleton*, and *Francis Fletcher*, Liverpool, bankers, Nov. 2 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, div.—*Wm. Hanneford* and *Nicholas Prettjohn*, Kingsbridge, Devonshire, and Portsmouth, Hampshire, cattle dealers, Nov. 3 at 10, Royal Hotel, Plymouth, aud. ac.; at 11, fin. div.—*Jos. Polyblank Mortimore*, Devonport, cabinet maker, Nov. 3 at 12, Royal Hotel, Plymouth, aud. ac.; at 1, fin. div.—*Thos. Dawe*, East Stonehouse, Devonshire, painter, Nov. 3 at 2, Royal Hotel, Plymouth, aud. ac. at 3, fin. div.—*Mary May*, Devonport, earthenware dealer, Nov. 3 at 2, Royal Hotel, Plymouth, aud. ac.; at 3, fin. div.—*Thos. Burnard*, Bideford, Devonshire, merchant, Nov. 3 at 2, New Inn, Bideford, aud. ac.; at 3, div.—*J. Hasworth*, Sheffield, sargeon, Nov. 2 at 11, Sheffield, aud. ac.; at 1, fin. div.—*J. Griffiths*, Astley, Worcestershire, hallier, Nov. 4 at 12, Vine Inn, Stourbridge, aud. ac.; at 1, first and fin. div.—*Rev. Thos. Fisher*, North Ferriby, Kingston-upon-Hull, *Rev. J. Fisher*, Higham-on-the-Hill, Leicestershire, and *Mary Simmonds*, Ashby-de-la-Zouch, Leicestershire, widow, bankers, Nov. 2 at 11, Royal Hotel, Ashby-de-la-Zouch, aud. ac.; at 12, fin. div.—*G. Skanway*, Stoke-upon-Trent, Staffordshire, confectioner, Nov. 2 at 10, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 12, div.—*J. Powell*, Newcastle-under-Lyme, Staffordshire, grocer, Nov. 2 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 2, div.—*J. Greaves*, Stoke-upon-Trent, Staffordshire, ale merchant, Nov. 2 at 11, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 1, div.—*R. Johnson*, Byker, Northumberland, merchant, Nov. 3 at 2, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 3, fin. div.—*W. Miles* and *Jos. Dawkins*, Southampton, boot makers, Nov. 2 at 12, Star Hotel, Southampton, aud. ac.; at 1, fin. div.—*Edw. Davies*, King's-mills, Wrexham, Denbighshire, miller, Nov. 2 at 2, Wynstay Arms Inn, Wrexham, aud. ac.; at 3, div.—*A. Meyer* and *H. Wilkens*, Liverpool, merchants, Nov. 2 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, fin. div. joint and sep. est. *A. Meyer*.—*J. Longman Shepherd* and *H. Drew*, Southampton, innkeepers, Nov. 2 at 2, Star Hotel, Southampton, aud. ac.; at 3, fin. div.—*Aysh. Wyse*, Fordhouse, Woborough, *Wm. Searle Bentall* and *Rob. Farwell*, Totness, Devonshire, bankers, money scriveners, Nov. 2 at 12, Old London Inn, Exeter, aud. ac.; at 12, div.—*Jos. Rogers*, Shrewsbury, hop dealer, Nov. 4 at 11, Guildhall, Shrewsbury, aud. ac.; at 1, div.—*John Pigg*, Norwich, carpenter and builder, Nov. 8 at 1, Bowling Green Inn, St. Peter of Mancroft, Norwich, aud. ac.; at 2, fin. div.—*John Sloane* and *John Whitty*, Liverpool, hatters, Nov. 9 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, pr. d. and fin. div.—*Wm. Caton*, Preston, Lancashire, ironmonger, Nov. 2 at 11, Town-hall, Preston, aud. ac.; at 12, div.—*R. Pullen*, Selby, Yorkshire, flax merchant, Nov. 1 at 9, Guildhall, York, aud. ac.; at 11, fin. div.—*H. M. Walker* and *Thos. Casson*, Manchester, and Wakefield, Yorkshire, corn factors, Nov. 1 at 1, Commissioners'-rooms, Leeds, aud. ac.; at 2, div.—*W. Cooper*, Kidderminster, Worcestershire, carpet manufacturer, Nov. 1 at 11, Black Horse Inn, Kidderminster, aud. ac.; at 12, div.—*Wm. Wycherley*, Trefnant, Alberbury, Shropshire, farmer, Nov. 3 at 11, Phoenix Inn, Drayton-in-Hales, aud. ac.; at 12, fin. div.—*F. H. Maw*, Morton, Gainborough, Lincolnshire, mustard manufacturer, Nov. 2 at 10, George Inn, Kingston-upon-Hull, aud. ac.; at 11, fin. div.—*Wm. Ashwin*, Aston juxta Birmingham, gilt-toy manufacturer, Nov. 2 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*W. Blorton*, Field-hall, Staffordshire, gentleman, Nov. 3 at 12, Swan Inn, Stafford, aud. ac.; at 1, fin. div.—*Wm. Morgan*, Cheltenham, builder, Nov. 2 at 12, Royal Hotel, Cheltenham, aud. ac.; at 1, fin. div.—*Wm. P. Mans*, Great Yarmouth, Norfolk, merchant, Nov. 2 at 11, Duke's Head Inn, Great Yarmouth, aud. ac.; at 12, div.—*George Short*, jun., Salisbury, Wiltshire, grocer, Nov. 1 at 2, Three Swans Inn, Salisbury, aud. ac. and fin. div.—*John Coates*, Manchester, merchant, Nov. 7 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and div.—*James Bakerwell*, Manchester, size

manufacturer, Nov. 11 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and div.—*John Nield*, Quick, Saddleworth, Yorkshire, *Jas. Nield*, Dukinfield, Cheshire, *J. Nield*, jun., and *J. Holt*, Charlesworth, Derbyshire, cotton-spinners, Nov. 5 at 11, Commissioners'-rooms, div.; at 12, aud. ac. sep. est. *Jas. Nield*.—*Jas. Sanderson*, Crawshaw Booth, Lancashire, cotton manufacturer, Nov. 3 at 1, Commissioners'-rooms, Manchester, div.; at 2, aud. ac.—*John Williams*, Brymbo, Denbighshire, ironmaster, Nov. 2 at 12, Wynstay Arms Hotel, Wrexham, div.; at 1, aud. ac.—*Wm. Smith*, Thurmaston, Leicestershire, sock manufacturer, Nov. 2 at 11, Castle of Leicester, Leicester, aud. ac. and div.—*Jas. Sturtard*, *John Sturtard*, *Henry Sturtard*, and *Thomas Sturtard*, Manchester, and Clithero, Lancashire, cotton manufacturers, Nov. 3 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*Edw. Smith*, Southampton, grocer, Nov. 2 at 2, George Inn, Southampton, aud. ac. and fin. div.—*Hen. Heap*, Leeds, silk dyer, Nov. 2 at 2, Commissioners'-rooms, Leeds, aud. ac. and div.—*James Mann*, Norwich, woolstapler, Nov. 8 at 11, Royal Hotel, Norwich, aud. ac.; at 12, div.—*Joseph Zanetti*, Manchester, carver, Nov. 2 at 3, Commissioners'-rooms, Manchester, pr. d.; at 4, aud. ac.—*J. B. Abbott* and *Denis M'Cheane*, Liverpool, wine merchants, Nov. 3 at 11, Clarendon-rooms, Liverpool, first and fin. div.—*Robert Palmer* and *Fred. Palmer*, Reading, Berkshire, coal merchants, Nov. 5 at 11, George Inn, Reading, fin. div.—*Robert Twy*, Bristol, pawnbroker, Nov. 1 at 2, Commercial-rooms, Bristol, div.—*Wm. Kingston*, Clifton, Bristol, builder, Nov. 1 at 3, Commercial-rooms, Bristol, div.—*Thos. Collingwood*, Abingdon, Berkshire, corn dealer, Nov. 1 at 12, Lamb Inn, Abingdon, fin. div.

CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Nov. 1.

*John Smith Daintry*, Manchester, banker.—*Wm. Cooper*, Belfast, Antrim, Ireland, Manchester warehouseman.—*John Scott*, Birmingham, gun maker.—*William Keep*, Northumberland-st., Strand, tailor.—*Mary Johnson* and *William Johnson*, Cheadle, Staffordshire, grocers.—*Samuel Vincent*, St. Mary Axe, City of London, wholesale tea dealer.—*George Sherlock*, Liverpool, ship broker.—*John Dickens*, Northampton, upholsterer.—*David Cook*, Liverpool, rope maker.—*Mary May*, Devonport, earthenware dealer.

SCOTCH SEQUESTRATIONS.

*Edward Henderson*, deceased, Edinburgh, wine merchant.—*Robert Torrance*, Edinburgh, tin-plate worker.

INSOLVENT DEBTORS.

Saturday, Oct. 8, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Jacob Mills Davey*, Canterbury, land surveyor, No. 53,250 T.; Reuben Salomons, assignee.—*Fred. Jackson*, Arlington-st., Camden-town, general shopkeeper, No. 53,003 T.; Thomas Harris, assignee.—*John Parslow*, Berkeley, Gloucestershire, maltster, No. 59,002 T.; Edward Bloxsome, assignee.—*James Mansell*, St. George's-road, Southwark, farmer, No. 53,549 T.; Charles Bullock, assignee.—*John Higgins*, Pleasant-place, Broadwall, Lambeth, No. 53,452 T.; Samuel W. Saunders and William Thompson, assignees.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Nov. 1, at 9.

*Thos. Bodger*, Hatton-garden, Holborn, carpenter.—*Philip N. Scanlan*, Bateman's-buildings, Soho-square, out of business.—*Thos. Burgess*, Lambeth-road, Surrey, attorney.—*Alfred Hebard*, Andrew's-road, New Kent-road, out of business.—*Thos. Batten*, Burr-st., East Smithfield, clerk in the Saint Katherine's Steam-packet wharf.—*John C. C. Millward*, Dryer's-buildings, Holborn, architect.—*Ed. Howell*, Pickering-place, Paddington, tailor.—*Francis Robinson*, Arbour-terrace, Commercial-road East, out of business.—*Jos. Jowett*, Northside, Bethnal-green, bottle-merchant.—*J. Marshall*, Union-street, and Colchester-street, Whitechapel, steam-boiler manufacturer.

Nov. 3, at the same hour and place.

*Henry Robert Kingsbury*, Still-alley, Blahopgate-street Without, carpenter.—*Charles Bradfield*, Uxbridge, tailor.—*Hes. Smith*, James-st., Sidmouth-st., Gray's Inn-road, carman.—*John Timbs*, Cottage-place, Brompton, literary editor.

—*Thos. Grinham*, Tyler's-green, near Godstone, Surrey, bricklayer. — *Wm. Morley*, Mount-row, Westminster-road, Surrey, frame manufacturer. — *John Eastland*, Drummond-st., Euston-sq., and Birmingham, guard on the Birmingham railway. — *Jas. Wilson*, King-st., Drury-lane, master of a national school. — *Wm. Bunting*, Southwark-bridge-road, Borough, ticket-porter. — *Wm. Trice*, Earl-street, London-road, Southwark, Surrey, carman. — *Wm. K. Jones Wilson*, Richmond-terrace, Dalston, master-mariner. — *Wm. Gardiner*, High-st., St. Giles's, baker.

## Adjourned.

*Henry French*, Bishopsgate-street, glass-cutter.

Court-house, CARMARTHEN, (County), Nov. 2 at 10.

*Thomas Tardrew*, Carmarthen, auctioneer. — *Alex. Raby*, Brym or Llanelly, ship-owner. — *Wm. Lewis*, Carmarthen, blacksmith. — *John Davies*, Pantlunn, Llanybether, farmer. — *Morgan Jones*, Tregairn, victualler. — *David Davids*, Tylwyd, Llaneward, out of business. — *John Hancock*, Nantrebeook, near Carmarthen, farmer. — *Thos. Davies*, Trallwrn, Llanfair Burn, Llandovery, farmer.

Court-house, NEWCASTLE-UPON-TYNE, (Town), Nov. 1 at 10.

*James Hill*, Newcastle-upon-Tyne, publican. — *Geo. Henderson*, Gateshead, Durham, dealer in marine-stores. — *J. Davison*, Newcastle-upon-Tyne, victualler. — *William Harrison*, Gateshead, Durham, butcher. — *John Ed. Vardy*, Newcastle-upon-Tyne, painter. — *Abraham Douglass*, Newcastle-upon-Tyne, roper. — *Wm. G. Prater*, Newcastle, out of business. — *Mary Newton*, Newcastle-upon-Tyne, cooper. — *John Thompson*, Newcastle-upon-Tyne, victualler. — *Alex. Campbell*, Newcastle-upon-Tyne, mariner. — *Wm. Foster*, Newcastle-upon-Tyne, plumber. — *Jas. Marshall*, Newcastle-upon-Tyne, sawyer. — *Alex. Laidlaw*, Newcastle-upon-Tyne, mason. — *John Davie*, Newcastle-upon-Tyne, cooper. — *Jas. Black*, Gosforth, Northumberland, cartman.

Court-house, NEWCASTLE-UPON-TYNE, (County), Nov. 1 at 10.

*James Tayler*, North Shields, builder. — *Robert Carlisle*, Newcastle-upon-Tyne, builder. — *M. Storey*, Walton, Northumberland, husbandman. — *William Ormsby*, North Shields, joiner. — *Thomas Cuthbert*, Percy-terrace, near Tynemouth, mason.

## INSOLVENT DEBTOR'S DIVIDEND.

*James Cook*, Stricklepath, Sampford Courtney, Devonshire, carrier, Gear & Co.'s, Exeter : 6d. in the pound.

## MEETING.

*Richd. Lawrence*, Old Ford, Middlesex, and East Grinstead, Sussex, gentleman, Oct. 25 at 12, Taylor's, Clement's-lane, London, sp. aff.

## FRIDAY, OCTOBER 14.

## BANKRUPTS.

JOHN BRYANT, King William-st., West Strand, bookseller, Oct. 27 at 2, and Nov. 25 at 12, Court of Bankruptcy : Off. Ass. Whitmore ; Sol. Meyrick, 4, Fumival's Inn. — Fiat dated Oct. 13.

ROBERT KEEN, West Hay, near Glastonbury, Somersetshire, cheese-factor, Oct. 27 at 1, and Nov. 25 at 11, Court of Bankruptcy : Off. Ass. Alsager ; Sol. Fiddey, 3, Paper-buildings, Temple. — Fiat dated Oct. 11.

LOUIS GOODMAN, Tottenham-court-road, draper, Oct. 25 at 2, and Nov. 25 at 11, Court of Bankruptcy : Off. Ass. Johnson ; Sols. Reed & Shaw, Friday-st., Cheapside. — Fiat dated Oct. 12.

HENRY BRAND, Cambridge, slater and coal-merchant, Oct. 22 and Nov. 25 at 10, Red Lion Inn, Cambridge : Sols. Adcock, Cambridge ; Ashurst, 137, Cheapside. — Fiat dated Oct. 7.

WILLIAM CASTLE, Wanborough, Wiltshire, sheep-dealer, and farmer, Nov. 1 and 9 at 12, Bell Inn, Swindon : Sol. Crowdy, Swindon. — Fiat dated Oct. 6.

BENJAMIN JONES, Llanidloes, Montgomeryshire, banker, Nov. 3 and 25 at 2, Commissioners'-rooms, Manchester : Sols. Earle, Manchester ; Drew & Woodman, Newtown, Montgomeryshire ; Fox, 40, Finsbury-circus. — Fiat dated Sept. 22.

JOHN CHARLES BAWDON, Leeds, and Huddersfield, wool-merchant, Nov. 5 and 22 at 2, Commissioners'-rooms, Leeds : Sols. Robinson, Leeds ; Strangways, 4, Barnard's Inn. — Fiat dated Oct. 7.

EDWARD MANSELL, Chippenham, Wiltshire, upholsterer, Nov. 4 and 25 at 2, Angel Inn, Chippenham : Sols. Finner, Chippenham ; Barber, 11, Fumival's Inn. — Fiat dated Sept. 18.

EDMUND BURDEKIN, Manchester, banker, Nov. 3 and 25 at 1, Commissioners'-rooms, Manchester : Sols. Earle, Manchester ; Fox, 40, Finsbury-circus. — Fiat dated October 11.

## MEETINGS.

*Richd. Halford*, *Wm. Henry Baldock*, and *O. Snowden*, Canterbury, bankers, Nov. 7 at 11, Guildhall, Canterbury, pr. d. ; at 1, and ac. — *M. Thomas*, *Richd. Filhis*, and *William Cock*, Plymouth, and Gosport, contractors, Nov. 5 at 1, Weakley's Hotel, Devonport, ch. ass. — *John Dover*, Three Cranes Wharf, London, merchant, October 24 at 12, Court of Bankruptcy, last ex. — *Thomas Chapman*, jun., Chenies-st., Tottenham-ct.-rd., and Great George-st., Euston-sq., dairyman, Oct. 24 at half-past 1, Court of Bankruptcy, last ex. — *Chas. Biggs*, Manchester, commission-agent, Oct. 22 at 3, Commissioners'-rooms, Manchester, last ex. — *Robt. Spencer*, Newcastle-upon-Tyne, scrivener, Nov. 1 at 2, Bankrupt Commission-room, Newcastle-upon-Tyne, last ex. — *Jas. S. Mottram*, Alrewas, Staffordshire, woolstapler, Nov. 5 at 12, Three Queens Inn, Burton-upon-Trent, last ex. — *Jas. Hill*, Wisbeach St. Peters, Isle of Ely, Cambridge, and *Thos. Hill*, Peterborough, Northamptonshire, merchants, Nov. 7 at 11, Standwell's Hotel, Stamford, last ex. sep. est. *Jas. Hill*. — *Geo. Biggs*, Coal Exchange, Lower Thames-st., coal-merchant, Nov. 4 at 12, Court of Bankruptcy, and ac. and div. — *Jos. Simpson*, Coal Harbour-lane, Camberwell, victualler, November 4 at half-past 12, Court of Bankruptcy, and ac. — *John Jas. Grant*, Gloucester-st., Queen's-square, Bloomsbury, ale-merchant, Nov. 7 at 1, Court of Bankruptcy, and ac. — *Mark Quick*, Compton-street, Burton-crescent, baker, Nov. 7 at 12, Court of Bankruptcy, and ac. — *Edwd. Sargeant*, Stamford, Lincolnshire, chemist, Nov. 7 at half-past 1, Court of Bankruptcy, and ac. ; at 2, fin. div. — *Edmund A. Dickinson*, Pall-mall, money-scrivener, Nov. 7 at 10, Court of Bankruptcy, and ac. — *Fredk. Chapman*, Fenchurch-st., wine-merchant, Nov. 7 at 11, Court of Bankruptcy, and ac. — *Robt. Russell*, Kingston-upon-Thames, Surrey, upholsterer, Nov. 4 at half-past 1, Court of Bankruptcy, and ac. and div. — *Dominick Pope*, Fenchurch-street, merchant, Nov. 4 at 1, Court of Bankruptcy, and ac. — *S. J. Aldrick*, Manchester-buildings, Holloway, chemist, Nov. 5 at 2, Court of Bankruptcy, and ac. — *William Henry Wells*, Goldsworth-place, Rotherhithe, builder, Nov. 4 at 11, Court of Bankruptcy, and ac. — *John More*, Moorgate-st., London, merchant, Nov. 4 at 12, Court of Bankruptcy, and ac. — *M. Wilks*, Egham, Surrey, coach-proprietor, Nov. 5 at 11, Court of Bankruptcy, and ac. — *Simon Woods*, Lower Thames-st., licensed victualler, Nov. 5 at 12, Court of Bankruptcy, and ac. and div. — *John Allen*, Penzance, Cornwall, baker, Nov. 5 at 1, Court of Bankruptcy, and ac. — *John Mulholland* and *Wm. Mulholland*, Liverpool, merchants, Nov. 5 at 11, Clarendon-rooms, Liverpool, and ac. and pr. d. ; Nov. 7 at 11, div. — *John Radcliffe*, Little Smeaton, Yorkshire, miller, Nov. 4 at 11, Town-hall, Doncaster, and ac. — *Thos. Jordan*, Wolverhampton, Staffordshire, broker, Nov. 7 at 10, Swan Hotel, Wolverhampton, and ac. — *David Ma Teer*, Manchester, merchant, Nov. 7 at 2, Commissioners'-rooms, Manchester, div. ; at 3, and ac. — *Jas. P. Jackson* and *P. Jackson*, Manchester, wool-dealers, Nov. 5 at 3, Commissioners'-rooms, Manchester, and ac. — *T. Stephens*, Liverpool, marine store dealer, Nov. 9 at 11, Clarendon-rooms, Liverpool, and ac. ; at 12, div. — *J. Edge Carr*, Ladypool-lane, Kingsnorton, Worcestershire, factor, Nov. 5 at 2, Waterloo-rooms, Birmingham, and ac. ; at 3, div. — *John Clarke*, Liverpool, painter, Nov. 4 at 11, Clarendon-rooms, Liverpool, and ac. ; at 12, fin. div. — *Cornelius Cross*, Bristol, tea dealer, Nov. 5 at 2, Commercial-rooms, Bristol, and ac. ; Nov. 8 at 2, div. — *John Holt*, Livesey, Lancashire, grocer, Nov. 4 at 11, Town-hall, Preston, and ac. ; at 12, div. — *John Bennett*, Manchester, calico printer, Nov. 4 at 10, Commissioners'-rooms, Manchester, and ac. — *Richard Cockrill*, Kirton in Lindsey, Lincolnshire, grocer, Nov. 7 at 1, White Hart Inn, Gainsborough, and ac. — *Joseph Fry*, Liverpool, merchant, Nov. 5 at 11, Clarendon-rooms, Liverpool, and ac. ; at 12, div. — *Benj. Tattersall* and *Thomas Tattersall*,

Liverpool, corn merchants, Nov. 4 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div. sep. est. *B. Tattersall*.—*Jas. Ingham*, Halifax, stonemason, Nov. 7 at 11, White Lion Hotel, Halifax, aud. ac.—*Ann Cassacuberta*, Manchester, merchant, Nov. 7 at 12, Commissioners'-rooms, Manchester, div.; at 1, aud. ac.—*William Ingham Law*, Manchester, chemist, Nov. 8 at 11, Commissioners'-rooms, Manchester, div.; at 12, aud. ac.—*John Rogers*, Manchester, hop merchant, Nov. 9 at 1, Commissioners'-rooms, Manchester, first and fin. div.; at 2, aud. ac.—*John Westhead*, Manchester, small-ware manufacturer, Nov. 9 at 3, Commissioners'-rooms, Manchester, fin. div.; at 4, aud. ac.—*Edgar Bowyer*, Liverpool, merchant, Nov. 10 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*Jonas Hen. Robberds*, Norwich, and *Starling Day*, Southtown, Little Yarmouth, paper makers, Nov. 9 at 11, Foster & Co.'s, Norwich, aud. ac.; at 12, div. sep. est. *Jonas Henry Robberds*.—*Thomas Lane Parker*, Edgbaston, Warwickshire, coal merchant, Nov. 9 at 11, Waterloo-rooms, Birmingham, aud. ac.—*Saml. Tuffley Harding*, *Charles Oakes*, and *Thomas Willington*, Tamworth, Warwickshire and Staffordshire, bankers, Nov. 9 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Peter Humphreys*, Cholmondeley, Cheshire, builder, Nov. 9 at 11, Hop Pole Inn, Chester, aud. ac.—*Richard Saville*, Longton, Stoke-upon-Trent, Staffordshire, haberdasher, Nov. 7 at 1, Castle Hotel, Newcastle-under-Lyne, aud. ac.; at 2, div.—*Joseph Dakeyne*, Edinburgh, Scotland, lace dealer, Nov. 7 at 12, George the Fourth Inn, Nottingham, aud. ac.—*P. Robinson*, Warrington, Lancashire, common brewer, Nov. 5 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*James Pulman*, Settle, Yorkshire, wine merchant, Nov. 4 at 12, Golden Lion Inn, Settle, aud. ac.—*Hugh Wickham*, Bristol, linen merchant, Nov. 5 at 2, Commercial-rooms, Bristol, aud. ac.; Nov. 7 at 2, div.—*James Brookbanks*, Dudley, Worcestershire, mercer, Nov. 7 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac.—*Rowland Cockson*, Pendleton, and Manchester, commission agent, Nov. 7 at 2, Commissioners'-rooms, aud. ac.; at 3, div.—*John Fisher*, Manchester, calico printer, Nov. 7 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Thomas Moffit*, *John Carter*, and *Thomas Halsall*, Liverpool, marble masons, Nov. 7 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div. sep. est. *T. Halsall*.—*John Wright*, Wolverhampton, grocer, and Lichfield, tailor, Nov. 7 at 12, Swan Hotel, Wolverhampton, aud. ac.—*Wm. N. Proctor*, Manchester, cotton dealer, Nov. 4 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac.—*Robert Guppy*, Halstock, Dorsetshire, horse dealer, Nov. 8 at 12, Bull Inn, Bridport, aud. ac.—*Prince William Smith*, Bristol, tanner, Nov. 4 at 11, Commercial-rooms, Bristol, aud. ac.—*J. Jones*, Chepstow, Monmouthshire, wine merchant, Nov. 8 at 2, Commercial-rooms, Bristol, aud. ac.—*C. P. Henderson*, Manchester, merchant, Nov. 5 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*Christopher Jackson*, Clitheroe, Lancashire, joiner, Nov. 5 at 11, Court-house, Burnley, aud. ac.—*William Drinkwater*, Salford, Lancashire, woollen cord manufacturer, Nov. 5 at 3, Commissioners'-rooms, Manchester, aud. ac.—*John Hunt*, Baggitt, near Holywell, Flintshire, innkeeper, Nov. 7 at 12, White Horse Inn, Holywell, aud. ac.—*John V. Barber*, Walsall, Staffordshire, banker, Nov. 7 at 12, Swan Hotel, Wolverhampton, aud. ac.—*Jesse Bridgman* and *William Dryland*, Upper Chapman-st., St. George's East, tallow melters, Nov. 4 at half-past 1, Court of Bankruptcy, div. sep. est. *J. Bridgman*.—*James Wells*, St. Martin's-le-Grand, woollen draper, Nov. 4 at half-past 12, Court of Bankruptcy, div.—*J. Woollett*, Gould-sq., City of London, merchant, Nov. 4 at half-past 11, Court of Bankruptcy, div.—*Geo. Wilson*, Hexham, Northumberland, spirit dealer, Nov. 7 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*J. Alexander*, Newcastle-upon-Tyne, dealer and chapman, Nov. 7 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac. and div.—*J. Brown*, Birmingham, ironmaster, Nov. 4 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, div.—*T. Cooke*, Birmingham, brass founder, Nov. 7 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, fin. div.—*C. Rayner*, Blackburn, Lancashire, grocer, Nov. 4, at 2, Town-hall, within Preston, last ex.; at 4, div.—*Geo. Gillard*, Plymouth, tea dealer, Nov. 10 at 11, Royal Hotel, Plymouth, aud. ac.; at 12, fin. div.—*J. S. Morris*, Devonport, ironfounder, Nov. 10 at 1, Royal Hotel, Plymouth, aud. ac.; fin. div.—*Thos. Worley*, Stockport, Cheshire, hosier, Nov. 5 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11,

div.—*J. McGregor*, Over Darwen, Lancashire, and Manchester, calico printer, Nov. 9 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*J. Haycock Walduck*, Birmingham, dealer in wines, Nov. 5 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Jos. Fisher*, Birmingham, coal dealer, Nov. 5 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, first and fin. div.—*J. Patchett*, Liverpool, saddler, Nov. 8 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, div.—*Jos. Pogg* and *Geo. Alex. Fred. Sten*, Manchester, merchants, Nov. 8 at 2, Commissioners'-rooms, Manchester, aud. ac.; at 3, div. sep. est. *Jos. Pogg*.—*Francis Ineson*, Beverley, Yorkshire, dealer and chapman, Nov. 11 at 10, George Inn, Kingston-upon-Hull, aud. ac.; at 11, fin. div.—*Robt. Jefferson*, Beverley, Yorkshire, grocer, Nov. 8 at 1, George Inn, Kingston-upon-Hull, aud. ac.; at 2, fin. div.—*J. Evans Warden* and *Vincent Wanostrucht*, Liverpool, merchants, Nov. 7 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*J. T. Buckley*, Liverpool, cheese factor, Nov. 7 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, first and fin. div.—*J. Henshall*, Witton, near Northwich, Cheshire, ironmonger, Nov. 4 at 1, Crown Inn, Northwich, aud. ac.; at 2, fin. div.—*J. Dockray* and *T. Pinder*, Leeds, machine-makers, Nov. 9 at 10, Commissioners'-rooms, Leeds, aud. ac.; at 11, first and fin. div.—*Robt. Hall*, Kingston-upon-Hull, tobacconist, Nov. 7 at 12, Kingston Hotel, Kingston-upon-Hull, aud. ac.; at 1, div.—*Wm. Stone*, Gloucester, linen draper, Nov. 7 at 10, Whitcombe & Co.'s, Gloucester, aud. ac. and fin. div.—*Rich. Melling* and *J. Melling*, Chorlton-upon-Medlock, Manchester, coach makers, Nov. 4 at 1, Commissioners'-rooms, Manchester, pr. d.; at 2, aud. ac. sep. est. *J. Melling*; Nov. 5 at 1, pr. d.; at 2, aud. ac. and fin. div. joint est.—*J. Horroxx*, Radcliffe, and Manchester, calico printer, Nov. 4 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, aud. ac.—*J. Dean*, Habergam Eaves, Lancashire, cotton spinner, Nov. 8 at 3, Court-house, Burnley, pr. d.; at 4, aud. ac.—*B. Waterhouse*, Glossop, Derbyshire, cotton spinner, Nov. 10 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac.—*Isaac Knight* and *Jos. Martin*, Manchester, corn merchants, Nov. 10 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Jas. Seymour Mottram*, Alrewas, Staffordshire, woolstapler, Nov. 5 at 12, Three Queens Inn, Burton-upon-Trent, aud. ac. and div.—*Sam. Wild*, Manchester, coal dealer, Nov. 9 at 10, Commissioners'-rooms, Manchester, aud. ac.; at 11, div.—*Barnet Walker*, Sheffield, Yorkshire, cabinet maker, Nov. 5 at 11, Town-hall, Sheffield, aud. ac.; at 12, div.—*Chas. Scott*, Constantine, Cornwall, scrivener, Nov. 4 at 11, Andrew's Hotel, Redruth, aud. ac.; at 2, fin. div.—*Wm. Fawcett*, Manchester, Colne, and city of London, manufacturer, Nov. 5 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 1, div.—*Jos. Smith*, Masbrough, Rotherham, Yorkshire, grocer, Nov. 9 at 12, Town-hall, Sheffield, aud. ac.; at 1, div.—*Geo. Malam*, Spalding, Lincolnshire, gas manufacturer, Nov. 10 at 1, White Hart Inn, Spalding, aud. ac. and fin. div.—*J. Voss*, Weymouth and Melcombe Regis, Dorsetshire, grocer, Nov. 8 at 11, Antelope Inn, Dorchester, aud. ac.; at 1, div.—*Jas. Hill*, Wisbeach St. Peter's, Isle of Ely, Cambridgeshire, *Thos. Hill*, Peterborough, Northamptonshire, merchants, Nov. 7 at 12, Standwell's Hotel, Stamford, aud. ac.; at 1, fin. div.—*Edw. Young*, Newcastle-upon-Tyne, scrivener, Nov. 7 at 12, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 1, fin. div.—*Rebecca Drewry*, Penrith, Cumberlandshire, banker, Nov. 7 at 12, Crown Hotel, Penrith, aud. ac.; at 3, first and fin. div.—*Wm. Barker* and *Sam. Adams*, Nottingham, hosiers, Nov. 7 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.—*Singer Edw. Hide*, Broadwater, Sussex, builder, Nov. 7 at 12, Town-hall, Brighton, aud. ac.; at 1, fin. div.—*C. Fletcher Bullivant*, Ripley, Derbyshire, dealer and chapman, Nov. 7 at 12, King's Head Inn, Derby, aud. ac.; at 1, div.—*Jas. Brodrick*, Plymouth, merchant, Nov. 5 at 11, Wentley's Hotel, Devonport, aud. ac.; at 12, fin. div.—*Thos. Bate*, Compton, Kinfare, Staffordshire, timber dealer, Nov. 7 at 11, Talbot Hotel, Stourbridge, Worcestershire, aud. ac.; at 12, div.—*Thos. Pidgeon*, *Edw. Gesley*, and *Hen. Lomas*, Birmingham and Sheffield, merchants, Nov. 7 at 2, Waterloo-rooms, Birmingham, aud. ac.; at 3, first and fin. div.—*Jas. Barlow*, Birmingham, brass founder, Nov. 3 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Sarah Bell* and *Jas. Whitfield*, Walsaton, Durham, merchants, Nov. 7 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, first and fin. div.—*Thos. Archer*, Hamey,

ffordshire, tailor, Nov. 7 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 2, fin. div.—*Jas. Trubshaw*, jun., iron founder, Nov. 7 at 1, George Inn, Stafford, aud.; at 2, fin. div.—*J. Moore*, Bishop Wearmouth, Durham, decr, Nov. 4 at 12, Horner's Commercial Hotel, Sunderland, aud. ac.; at 1, fin. div.—*Wm. Sanders*, Birmingham, apothecary, Nov. 5 at 1, Waterloo-rooms, Birmingham, aud.; at 2, first and fin. div.—*Hen. Woolcott*, Bristol, builder, Nov. 5 at 3, Commercial-rooms, Bristol, aud. ac.; Nov. 7 at div.—*Thos. Cardwell*, Manchester, merchant, Nov. 5 at Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. & fin. div.—*Wm. Percival*, Liverpool, lead merchant, Nov. 5 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Thos. Cort* and *Thos. Harrison*, Blackburn, Lancashire, cotton spinners, Nov. 4 at 11, Town-hall, Preston, aud. ac.; 12, div.—*Jos. Nicholson*, Halifax, Yorkshire, innkeeper, Nov. 7 at 9, White Lion Hotel, Halifax, aud. ac.; at 10, fin. div.—*Edw. Sergeant*, Barrow, Lincoln, draper, Nov. 7 at 1, George Inn, Kingston-upon-Hull, aud. ac.; at 2, fin. div.—*Makinson*, Manchester, muslin manufacturer, Nov. 5 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, aud. ac. and s.—*Jane Goodall*, Newcastle-under-Lyme, Staffordshire, innkeeper, Nov. 7 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 1, fin. div.—*Jas. Fenton*, Liverpool, merchant, Nov. 5 at 10, Clarendon-rooms, Liverpool, aud. ac.; at 11, div.—*Ralph Clews* and *Jas. Clews*, Cobridge, Burslem, Staffordshire, manufacturers of earthenware, Nov. 7 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 2, fin. div. joint sep. est.—*J. Wm. Blew*, Worcester, wine merchant, Nov. 5 at 2, Bell Inn, Worcester, aud. ac.; at 3, fin. div.—*Joseph Massey*, Habergham Eaves, Lancashire, worsted spinner, Nov. 5 at 12, Court-house, Burnley, aud. ac. and div.—*William Mainwaring*, Dudley, Worcestershire, apothecary, Nov. 7 at 11, Swan Hotel, Wolverhampton, aud. ac. and div.—*Rich. Craddock Squibb*, East Cowes, Isle of Wight, rope maker, Nov. 5 at 12, Fountain Inn, West Cowes, aud. ac.; at 1, fin. div.—*J. Rees*, Stourbridge, Worcestershire, woollen draper, Nov. 7 at 12, Vine Inn, Stourbridge, aud. ac.; at 1, first and fin. div.—*J. Atkinson*, Greenbank, near Kendal, Westmoreland, bobbin manufacturer, Nov. 7 at 10, King's Arms Inn, Kendal, aud. ac.; at 11, fin. div.—*Wm. Brown*, Leeds, worsted spinner, Nov. 4 at 2, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 3, fin. div.—*Wm. Walter Yeld* and *W. Bower Dace*, Rugeley, Staffordshire, brewers, Nov. 4 at 12, Swan Hotel, Lichfield, aud. ac.; at 1, fin. div.—*J. Jenkins*, Haverfordwest, auctioneer, Nov. 7 at 2, Mariner's Hotel, Haverfordwest, aud. ac.; at 3, div.—*Jas. Scowcroft*, Haverfordwest, scrivener, Nov. 7 at 1, Mariner's Hotel, Haverfordwest, aud. ac.; at half past one, div.—*J. J. Cohen*, Manchester, goldsmith, Nov. 5 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, first and fin. div.—*J. Jackson*, Epworth, Lincolnshire, victualler, Nov. 7 at 11, White Hart Inn, Gainsborough, aud. ac.; at 12, div.—*J. Cornwell*, Wolverhampton, Staffordshire, shoe manufacturer, Nov. 7 at 10, Swan Inn, Wolverhampton, aud. ac.; at 11, first and fin. div.—*J. Brown* and *B. Brown*, Birmingham, grocers, Nov. 7 at 2, Swan Hotel, Wolverhampton, aud. ac.; at 3, div.—*Michael Potter* and *John Lever*, Manchester, merchants, Nov. 7 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and fin. div. sep. est. *M. Potter*—*Jas. Royle* and *Jos. M. Constable*, Manchester, corn merchants, Nov. 5 at 1, Commissioners'-rooms, Manchester, pr. d.; at 2, aud. ac. and div.—*William Robinson*, Hulme, near Manchester, glass manufacturer, Nov. 4 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Wm. Vickers*, Manchester, ironfounder, Nov. 7 at 3, Commissioners'-rooms, Manchester, pr. d.; at 4, aud. ac. and div.—*James Nutter* and *William Elliston*, Cambridge, brewers, Nov. 9 at 10, Red Lion Inn, Cambridge, aud. ac.; at 11, div.; at 12, aud. ac.; at 1, div. sep. est. *W. Elliston*—*James Mayor*, Freckleton, Henry Mayor, Burscough, and *Henry Crook*, Preston, Lancashire, corn merchants, Nov. 4 at 11, Town-hall, Preston, aud. ac.; at 12, fin. div. sep. est. *James Mayor* and *Henry Mayor*—*Mary Johnson* and *William Johnson*, Cheadle, Staffordshire, grocers, Nov. 8 at 11, Royal Oak Inn, Cheadle, aud. ac.; at 1, div.—*John Jardine*, Haverfordwest, merchant, Nov. 7 at 10, Castle Inn, Haverfordwest, aud. ac.; at 11, div.—*W. Pellingham*, Bath, sauce manufacturer, Nov. 5 at 12, Lamb Inn, Bath, aud. ac.; at 2, div.—*Thomas Snowden*, North Shields, Northumberland, grocer, Nov. 4 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac. and first and fin. div.—*Edward Engledew*, Gainsborough, Lincolnshire, ma-

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## CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Nov. 4.*

*John Hawkins*, Holyport, Berkshire, butcher.—*J. Brown*, Newcastle-upon-Tyne, cooper.—*Thomas Ward*, Nottingham, victualler.—*William Daniell*, Abercarn, Mynyddysllwyn, Monmouthshire, pyroigneous acid manufacturer.—*William Broome*, Oxford-st., linen draper.—*Richard Halford*, *Wm. Henry Baldock*, and *Osborn Snoultens*, Canterbury, bankers.—*Singer Edward Hide*, Broadwater, Sussex, builder.—*Samuel H. Smyth*, Cambridge, coachmaker.—*John H. Jackson*, Eastwood, Nottinghamshire, grocer.—*John Matraviers*, Skinner-st., Bishopsgate-st., brewer.—*John Byng*, jun., Kegworth, Leicestershire, common brewer.—*George Teasdale*, Ulverstone, Lancashire, paper manufacturer.—*J. Taylor*, Bright-helmstone, Sussex, bookseller.—*J. Courtney*, Bristol, banker.—*Isaac Woodhead*, Meltham, Yorkshire, manufacturer.

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## INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Nov. 4, at 9.*

*John Fleming*, Star-corner, Bermondsey, out of business.—*Benjamin Belsham*, Cleaver-st., Kennington-cross, Lambeth, baker.—*Richd. S. T. Ball*, Devonshire-st., Theobald's-road, house-painter.—*Ed. Wm. Thomas*, Great Titchfield-st., Haymarket, professor of music.—*Thos. Howell*, Park-place, Park-road, Clapham, omnibus conductor.—*Jas. Woodroffe*, Minor-place, King-st., Southwark, tobacco-pipe manufacturer.—*Jos. Proud*, Peter-st., Wardour-st., dealer in marine-stores.—*Geo. Webb*, Ponder's-end, Enfield, labourer.—*Curtis Stevenson*, Bridport-place, New North-road, Hoxton, egg-merchant.—*T. Stonehill*, Portman-place, Edgewood-road, chinaman.—*Thos. Pheasant*, Little Trinity-lane, Queenhithe, carpenter.

*Nov. 7, at the same hour and place.*

*Jas. Sealey*, John-st. North, Marylebone, corn-chandler.—*Geo. A. Jones*, Cecil-court, St. Martin's-lane, vellum-binder.—*Wm. Lott*, Beaumont-square, Mile-end, out of business.—*John Parker*, Maddox-st., Regent-st., out of business.—*Rd. Wise*, Porter's-row, Holloway-road, saddler.—*Hen. Palmer*, Great Cambridge-st., Hackney-road, painter.—*Thos. Richardson*, Cadogan-row, King's-road, Chelsea, tailor.—*John Biffen*, Plumtree Tree-st., Bloomsbury, tailor.—*I. Vallentine*, Stoney-lane, Houndsditch, printer.—*W. G. Tvery*, Princes-sq., Kennington, out of business.—*Wm. Hudson*, jun., East Grinstead, labourer.—*Wm. Francis Stokes*, Union-street, Lambeth-walk, gardener.

*Court-house, CARLISLE, Cumberland, Nov. 4 at 10.*

*Robt. Huddart*, Little Bampton, labourer.—*Robt. Johnston*, Carlisle, cooper.—*John Bulman*, Rickergate, innkeeper.—*M. Armstrong*, Carlisle, auctioneer.—*Thomas Dodd*, Penrith, grocer.

*Court-house, BURY ST. EDMUNDS, Suffolk, Nov. 5 at 10.*

*George Howard*, Thorpe Morieux, pig-jobber.



*Court-house, APFLEBY, Westmoreland, Nov. 7 at 10.*  
*Geo. Wade, Kendal, bobbin-turner.—Robt. Brockbank,*  
*Market-place, Kendal, butcher.*

*Court-house, CAMBRIDGE, (County), Nov. 7 at 10.*

*Harriett Warren, Chesterton, innkeeper.—John Pempin,*  
*Cottenham, blacksmith.—Jonas Clarke, Cambridge, furniture-*  
*broker.—Wm. Gotobed, Strutham, Isle of Ely, butcher.—W.*  
*Scott, Steeple Marden, labourer.—Jas. Gathercole, Chester-*  
*ton, bricklayer.—Jos. W. Doughty, Cambridge, law-writer.*  
*—Henry Richards, Lillington, out of business.—Samuel*  
*Bunting, Swaffham Prior, land inclosure contractor.—Thomas*  
*Collins, Soham, jeweller.—Robt. Taylor, jun., Cambridge,*  
*ship-carpenter.—Wm. Lofts, Cambridge, servant.—Edward*  
*Wheatley, Earith, Huntingdonshire, wheelwright.—Thomas*  
*Johnson, Cambridge, carver.—Wm. Disbury, Cambridge,*  
*fruiterer.—W. Laxton, Cambridge, butcher.—Jos. Wheaton,*  
*Cambridge, butcher.—John Manning, jun., Fulbourn, Cam-*  
*bridgeshire, grocer.*

*Court-house, CARDIGAN, (County), Nov. 4 at 10.*

*John Pugh, Aberystwith, Llanbadnurnfawr, victualler.—D.*  
*Enoch, New-quay, shopkeeper.*

*Court-house, HAVERFORDWEST, Pembrokeshire, Nov. 5*  
*at 10.*

*John Furlong, Morril, innkeeper.—L. L. Thomas, New-*  
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No. 302.

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LONDON, OCTOBER 22, 1842.

WE return to Sir James Graham's Registration Bill for the purpose of offering some observations on what appear to us to be obscurities, in some of its clauses.

And firstly with respect to the functions of the Judges of Appeal. The 55th clause authorizes their appointment with no inconsiderable formality, and specifically designates them Judges of a Court of Appeal; and the 56th makes their tenure of office, like that of other Judges who are intended to be of some consequence, during good behaviour, subject to determination only on address by the two Houses of Parliament. From these two clauses it would be inferred, that the Judges are intended to resign practice as barristers while they hold their offices. But then comes the 59th, which prescribes the remuneration of the Judges of the Court of Appeal in the following words: "And be it enacted, That there shall be paid to each of the Judges of the said Court of Appeal, a salary after the rate of — by the day, so long as they shall be called upon to sit; and such salaries, and also the necessary expenses of the Court of Appeal, shall be paid by the Lord High Treasurer of the Commissioners of her Majesty's Treasury of the United Kingdom of Great Britain and Ireland for the time being, out of the consolidated fund of the United Kingdom of Great Britain and Ireland."

Now this is certainly a very singular way of paying Judges intended to be of purely judicial rank and functions; and from its similarity to the present mode of remunerating Revising-Barristers and other semi-judicial persons, whose judicial functions are intended only to be temporary and accessory to their habitual occupation, it leads one to infer, that the Judges of the Court of Appeal are not intended to abandon practice. This inference is also strengthened by the 62nd section, which appears to contemplate the probability of the Court of Appeal being occupied only at a particular pe-

riod of the year, and for a short time. On the construction of all these clauses it is certainly not manifest whether the Judges of the Court of Appeal are or not intended to abandon practice when they accept office.

With regard to any creation of a distinct Court of Appeal from the Courts of the Revising Barristers, we have on preceding occasions, in the pages of the JURIST, expressed an opinion; and we continue to think it highly probable that such a Court will not have enough to do to keep the law of its Judges in good exercise. The prevailing opinion, however, seems in favour of such a Court of Appeal. The only question therefore remaining is, if it must exist, how it should be constituted to be efficient. And we confess, that, to our mind, it appears, that if a Court of Appeal is to be of any value at all, its Judges ought to be put on the footing of Judges of permanent and superior Courts. They ought to be nothing but Judges, and they ought to be paid in such a manner as to free them from all uncertainty and sordid inducements;—in a word, they ought to be paid by fixed salaries. The idea of a Judge, intended to exercise superior functions, and to have weight with the public, being paid by the day for so long as he shall be wanted to do work, has in it, to our mind, something so derogatory and so inapt, as to make us doubt that it can have originated with such men as those whose names appear on the back of this bill. If, indeed, it is the intention of the bill that the Judges of the Court of Appeal should be only Judges pro tempore, and should not abandon practice, then, of course, the 59th clause is fitted for such an intention. But if that be the intention, we can only say that it is one opposed to the whole course of modern improvement. There is not one class of judicial business in which the vice of the system of uniting the judicial with the professional character has not been felt: There is not one class of such business in which the tendency of modern improvement has not been to abolish the union, and to

appoint permanent Judges. Thus has it been with Bankruptcy Commissioners, first in London, and now in the country; with Insolvency Commissioners; with Lunacy Commissioners; in all of which the principle of uniting judicial functions with professional practice has been rejected. And is it in the teeth of this practice, of the very sound reasoning, and of the mass of experience on which it is founded, that it should be now proposed to return to the old and pernicious system for the dispatch of a class of judicial business, more open than any other to all the real and all the imaginary sources of bias, which render it improper that the same person should be one day Counsel and the next a Judge?

We pass now to the 61st clause, which proposes "that it shall be lawful for any person claiming to be entitled, or objecting to the right of any other person, to be registered as a voter, and who shall be dissatisfied with any decision of a Revising Barrister on any point of law affecting such claim or objection, or for any person on behalf of such claimant or objector, to appeal from such decision; and upon application made to him for that purpose in open court, the Barrister shall state in writing the facts which, according to his judgment, have been established by the evidence, and which shall be relevant and material to the validity of the claim or objection, and shall also state in writing his decision thereupon, and shall read the statement in open court, and then and there sign the same; and the appellant shall make and sign a declaration in writing at the foot of such statement to the following effect; that is to say, 'I appeal from this decision;' and the Barrister shall indorse upon the appeal-paper the name and place of abode of the appellant, and of the party whom he shall direct to be treated as the respondent, and at or before the end of his circuit shall deliver, or cause to be delivered, all such appeal-papers to the Judges of the Court of Appeal." And the 62nd contains the following words: "That the subjects of such appeals shall be questions of law only, and not questions of fact."

It is, as we have already observed, not quite clear from these clauses, whether an appeal will lie on the ground of improper reception of evidence. The question whether evidence has or has not been improperly received, is undoubtedly a "point of law;" and when it is said in the 62nd clause, that an appeal is not to lie on "a question of fact," it must, we should think, be meant merely that there is to be no appeal on the question, whether the evidence received did or not establish certain facts; and we cannot imagine it to be meant by that clause, that the question whether certain evidence has or not been properly received or rejected, should be excluded from being the subject of appeal. If, therefore, we were to look merely at the first part of the 61st clause, and the words cited from the 62nd, we should think that the improper reception or rejection of evidence is intended to be a ground of appeal. But then the mode in which it is directed that the Revising Barrister shall state a case for the Court of Appeal, seems to preclude the possibility in practice of appealing against the improper reception of evidence; since he is to state the facts "which, according to his judgment, have been established by the evidence;" and on those, and on those only, the Court of Appeal is to decide the

point of law involved in them. The 61st clause seems to make the statement of facts of the Revising Barrister conclusive; and hence, while it professes to give an appeal on any point of law, to shut out all discussion of the law of evidence. We apprehend this can hardly be the intention; for a Revising Barrister is quite as likely to miscarry by the improper reception or rejection of evidence, as by any other erroneous interpretation of the law. And it is quite as important to suitors claiming the franchise or objecting to the title of other claimants, to be protected in the due reception or rejection of the evidences of title, as in the due adjudication on the effect of those evidences when once admitted.

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 Lowe v. Aldis  
 Andrew v. Andrew } (F D, C)  
 Wilson v. Ditto }  
 Attorney-Gen. v. Foster (E)  
 Greenway v. Timms (F D, C)  
 Johnson v. Bird  
 Oliver v. Harrison (F D, C)  
 Sands v. Fincham  
 Henderson v. Banks (F D, C)  
 Cooper v. Denison (E)  
 Ditto v. Ditto (F D)  
 Marsden v. Yorke  
 Norman v. Baldry (F D, C)  
 Leach v. Leach  
 Wade v. Russell  
 Bankes v. Baroness le } (F D,  
 Despencer } C)  
 Ditto v. Stapleton  
 Mansell v. Clarke (F D, C)  
 Ravenscroft v. Frisby } (F D,  
 Ashley v. Chauncey } C)  
 Milliar v. Lovell (F D, C)  
 Blatchway v. Taylor } (F D,  
 Phillips v. Bayley } C)  
 Hughes v. Powell (F D, C)  
 Keighty v. Lindsey } (F D, C)  
 Ditto v. Hitchins }  
 Bedwin v. Asprey } (F D, C)  
 Clowser v. Grace } S O  
 Watkins v. Roberts (F D, C)  
 Bull v. Sampson (F D, C)  
 Lawson v. Anderson (F D, C)  
 Burney v. Macdonald (F D, C)  
 Sage v. Fowler } (F D, C)  
 Ditto v. Roynan }  
 Jalfon v. Montifere (F D, C)  
 Barrett v. Stockton and Dar-  
 lington Railway Co. Nov. 7  
 Penfold v. Williams S O

## Before the Vice-Chancellor KNIGHT BRUCE.

Griffin v. Williams  
 Moore (pauper) v. Dearden  
 Carpenter v. Creswell  
 Stinton v. Price  
 Herey v. Ferrers Nov. 10  
*Causes transferred from the*  
*V. C. of England's List.*  
 Henderson v. Eason  
 Skeats v. Skeats  
 Whitmore v. Oxborrow  
 Duke of Leeds v. Earl Amherst  
 Gibbon v. Earl Strathmore  
 Holdich v. Holdich  
 Doggett v. Eastern Co. Railway  
 Salisbury v. Hatcher  
 Dryden v. Burnham  
 Wilton v. Jones  
 Godfrey v. Maw  
 Meux v. Baggett

Branch v. Browne  
 Ombler v. Craven  
 Sparkes v. Sparkes  
 Wilkinson v. Philbreach  
 Kennington v. Owston  
 Frankum v. Bunney  
 Tweed v. Carruthers  
 Ditto v. Ravenscroft  
 Ditto v. Weston  
 Perry v. Philbrech  
 Brandon v. Ashton  
 Jones v. Smith  
 Davies v. Burgh (P C)  
 NEW CAUSES.  
 Bull v. Bishton  
 Storer v. Gt. Western Railway  
 Rookes v. Rookes  
 Barry v. Hill  
 Reade v. Done

## Before the Vice-Chancellor WIGRAM.

Edwards v. Meyrick  
 Havard v. Price  
 West v. Price  
 Broad (pauper) v. Robinson  
 Nov. 5

Holland v. Baker  
 Holland v. Poulter  
 Smith v. Beasley  
 Tamlyn v. Reynolds  
 Fuller v. Knight

Festing v. Johnson (and ptn)  
 Arundale v. Bowyer  
 Barrow v. Webber  
 Ashbee v. Ashbee (F D, C)  
 Bulwer v. Astley (re-hearing)  
 Beaumont v. Strickland } (F D,  
 Ditto v. Hill } C)  
 Christian v. Field  
 Titterton v. Seward *After T.*  
 Att.-Gen. v. Foster (E, part  
 heard)  
 Coldecott v. Brown  
 Farrar v. Collins  
 Samuel v. Jones (F D, C)  
 Filer v. Benstead  
 Weston v. Weston  
 Goldamid v. Goldamid  
 Farr v. Watts (F D, C)  
 Browell v. Reed  
 Webster v. Harwood (F D, C)  
 Fiaber v. Taylor (E, F D)  
 Tatum v. Williams  
 Thompson v. Derham  
 Pinkett v. Wright  
 Campbell v. Scott

Roberts v. Roberts  
 Waddilove v. Taylor (F D, C)  
 Angell v. Davis (F D, C)  
 Hales v. Hales (F D, C)  
 Wilkins v. Wood (F D, C)  
 Fletcher v. Morse (F D, C)  
 Fowler v. Wood  
 Neesom v. Clarkson  
 Earl of Glengall v. Bland (E)  
 Woodgate v. Field (re-hearing,  
 part heard)  
 Stocken v. Chuck  
 Stocken v. Stocken  
 Wale v. Moores (F D, C)  
 Girdlestone v. Hitch  
 Letts v. Smith  
 NEW CAUSES.  
 West v. Mayo  
 Morley v. Cook  
 Bird v. Greenback  
 Hughes v. Wall  
 Cooper v. Turner  
 Dumergue v. Mullins  
 Topham v. Lightbody  
 Witherden v. Bradshaw

## Rolls Court.

Total	91	83	91	83	91	83	91	83	91	83
Receptions.	6	8	191	0	0	0	0	0	0	0
Further Directions and Receptions.	3	2	0	0	0	0	0	0	0	0
Further Directions and Causes.	25	57	0	0	0	0	0	0	0	0
Causes.	54	105	0	0	0	0	0	0	0	0
Dismissals.	3	19	0	0	0	0	0	0	0	0
Paid and	22	159	82	14	282	0	48	35	32	0
						10	35	32	0	0
						0	0	0	0	0
						0	22	0	0	0
						0	0	0	0	0
						10	105	67	3	10
						12	54	15	3	0
						6	6	51	15	1
						6	51	15	1	4

ABSTRACT OF BUSINESS IN THE ROLLS COURT,  
 FROM EASTER TERM TO MAY 16, 1842, INCLUSIVE.

Standing in the printed Book for Hearing at the Commencement of Trin. Term, 1842  
 Matters set down after the Printing of the Book for Trinity Term and up to  
 the Close of the Sittings (1842) .....  
 Matters in Consent Book .....  
 Total .....  
 Heard and disposed of, or removed from the General Paper—  
 As Short Causes .....  
 In the regular Paper .....  
 Struck out, as abated or compromised, or for some other reason  
 Transferred to the Book of Causes of the Lord Chancellor,  
 after deducting those that have been re-transferred .....  
 Matters in Consent Book .....  
 Total .....  
 Balance undisposed of as above and now for Hearing .....  
 Matters adjourned at the Request of Parties as their regular time for Hearing arrived  
 Total in the Book .....

PLEAS AND DEMURRERS.  
 Lord Huntingtower v. Sher-  
 born (D of Edw. Sherborn)

Same v. Sherborn (D of Mat-  
 thew Sherborn)  
 Same v. Douglas (D)



Bathany v. Earl Chesterfield  
(D of Earl of Chesterfield  
and C. R. W. Forrester)  
Same v. Same (D of Eleanor  
Suter)  
Benson v. Hadfield (D of Robert  
Wrightwood)  
CAUSES.  
*Adjourned at the request of  
Parties till after 1st day of  
Causes in Mich. Term.*  
Millar v. Craig *After Term*  
Leavens v. Edmondson } (E,  
Ditto v. Limbert } FD,  
Ditto v. Ditto } C,  
part heard) *Until revised*  
Whiteway v. Williams (P C)  
*Answer filed*  
Att.-Gen. v. Lord Carrington  
*After 2nd Seal*  
Dean and Chapter of Ely v.  
Gayford (Pl of Edw. Hens-  
ley & ors.) *After Appeals*  
Same v. Waddelow (Pl of Jas.  
Crowe & ors.) *After Appeals*  
Same v. Same (Pl of William  
Hardy & an.) *After Appeals*  
Same v. Bliss (Pl of Fred. Ed-  
wards & ors.) *After Appeals*  
Same v. Shillito (Pl of Steph.  
T. Shillito & ors.) *After  
Appeals*  
Same v. Hensley (Pl of Wm.  
Hensley & ors.) *After App.*  
*Adjourned at the request of  
Parties till the 1st day of  
Causes in Mich. Term.*  
Lumaden v. Morison  
Rutter v. Mariott }  
Ditto v. Ebdon }  
Attorney-Gen. v. Drapers'  
Co. (Howell's Charity)  
Green v. Badley } (FD, C)  
Ditto v. Thompson }  
Mourilyan v. Sturges  
Western v. Williams (F D, C)  
Lane v. Hardwick  
Attorney-Gen. v. Bayley  
Evans v. Brown  
Wilson v. Mead  
Artis v. Artis  
Cotham v. West (E)  
James v. James  
Hodge v. Rexworthy } (F D,  
Ditto v. Hodge } C, Ptn,  
part heard)  
Jackson v. Jackson  
Wyatt v. Sharratt  
Johnson v. Todd } (F D, C,  
Ditto v. Ditto } Ptn)  
Ditto v. Ditto }  
*Causes set down since last  
printed List to the 8th  
October, 1842.*  
Dodd v. Ostliffe SA  
Blatchford v. Kirkpatrick }  
Oglander v. Williams }  
Ditto v. Eames }  
Sanger v. Tasker }

Dodsworth v. Adely } (F D,  
Ditto v. Ditto } C)  
Att.-Gen. v. Dedham School  
(F D, C)  
Crockett v. Perry  
Attorney-Gen. v. Ellis }  
Attorney-Gen. v. Taylor }  
Dodd v. Webber  
Bonser v. Cox (E)  
Bonser v. Cox (E)  
Watkins v. Cheek } (F D, C)  
Ditto v. Peake }  
Gater v. Clive }  
Ditto v. Fenton } (F D, C)  
Ditto v. Clive }  
Gater v. Pointer  
Woolrich Ferry Co. v. Clarke  
Att.-Gen. v. Todd (F D, C)  
Greenwood v. Rothwell (F D,  
C)  
Prentice v. Cobham } (F D,  
Ditto v. Fairbrass } C)  
Dunncliffe v. Straw (F D, C)  
Cort v. Wilson (F D, C) SA  
England v. Downs } (E, F D,  
Ditto v. Ditto } C)  
Ditto v. Ditto }  
Stevenson v. Smith } (F D,  
Ditto v. Lyford } C)  
Ditto v. Howard }  
Ditto v. Ditto } (E)  
Ditto v. Prince }  
Williams v. Butler (F D, C)  
Bryde v. Jenkins  
Fearenside v. Derham  
Sparkman v. Holbrook  
Attorney-Gen. v. Rigden  
Sayer v. Wagstaff  
Morton v. Tewart  
Sutherland v. Cooke otherwise  
Ellis  
Knapp v. Knapp  
Johnson v. Johnson } (F D,  
Ditto v. Jeal } C)  
Ditto v. Ditto }  
Sempell v. Baker  
Stubbs v. Hamlet  
Knapp v. Knapp  
Compton v. Pring  
Dodd v. Ostliffe  
Fenner v. Hepburn  
Attorney-Gen. v. Mayor of  
Shrewsbury  
Humble v. Page  
Leslie v. Baillie  
Attorney-Gen. v. Grocers' Co.  
Attorney-Gen. v. Pargeter  
Gibson v. Russell  
Thompson v. Cooper  
Walton v. Potter  
Byng v. Lord Stafford }  
Ditto v. Hoare }  
Ditto v. Hill }  
Lord v. Bunn }  
Kinder v. Lord Ashburton }  
Lockhart v. Lee }  
Browne v. Wooler }  
Hawthorne v. James }  
Gardener v. James }  
Martin v. Lee }

MICHAELMAS TERM, 1841.  
Bourne v. Alcock  
Hardy v. Stone & an.  
Bevan v. Gething & ors.  
Doe d. Watton v. Penfold  
Lamb v. Gibbons  
Doe d. Levy v. Horne  
Hodgkinson v. Wyatt  
Renno v. Bennett  
Doe d. Levy v. Alcock & ors.  
Whittington v. Boxall & ors.  
Edwards v. Gilbert & ors.  
Dawson v. Dacre  
M'Intosh v. New College  
Coates v. Hopkins  
Lewis v. Meredith  
The Queen v. The Mayor &c.  
of Swansea  
Goddard & an. v. Ingram  
Alies v. Bough  
Wolesley & an. v. Cox  
Same v. Same  
Williams v. Ford  
Bache v. Martin  
Vickery v. Reed  
The Queen v. The Inhabitants  
of Challacombe  
HILARY TERM, 1842.  
Smith v. Walpole  
Hall v. Fearnley  
Wright v. Glover  
The Queen v. Kenrick & an.  
Ross v. Clifton & ors.  
Same v. Same  
Goodered v. Armour  
Gregson v. Ruck & ors.  
Same v. Same  
Hemp v. Garland

EASTER TERM, 1842.  
Veitch v. Russell  
The Queen v. Stowell  
Linnet v. Chaffers  
Dalton v. Whittam  
Same v. Same  
Green & an. v. Hippisley  
Ross v. Harper  
Bingham v. Wheatley  
Dismore v. Innis & ors.  
Conelly v. Holt  
Chalcroft v. Pooley  
Thompson v. Wood & an.  
Hubbard v. Jarvis  
Parnell v. Wheatley  
Raine v. Bainbridge  
Breeze v. Bradley  
Same v. Beaumont & Bradley  
Botteley v. Reed  
Martin v. Temperley  
Morrison v. Clarke

Chandler v. Taylor  
Moses v. Levy  
The Queen v. Ellis  
Grace v. Clench  
Lane v. Goodwin  
Doe d. Marlow v. Wiggins  
The Queen v. Oakes & ors.  
Deere v. Ivey  
Doe d. Earl Egremont v.  
Grazebrook  
Same v. Stoaite  
Same v. Williams  
Southcombe v. Merriman  
Lear v. Caldecott  
The Queen v. Nott  
The Mayor &c. of Exeter v.  
Warren  
Rawlins v. Jenkins & ors.  
Winchester Corn Exchange Co.  
v. Gillingham & an.  
Brune v. Thomson  
Doe d. Jackson v. Jackson  
Aldred & an. v. Constable  
The Queen v. The Inhabitants  
of Barnaldswick  
Oates v. Atkinso an.  
Gibson v. Faith &  
Rhodes & an. v. Milne  
Farrow v. Milner  
Alexander v. Ervington  
The Queen v. The Ipswich  
Dock Commissioners  
Doe d. Earl Orford v. Kemp  
Purcell v. Cuming & ors.  
Liddiard v. Skelton  
Hopkinson v. De Medina  
Renno v. Smith  
Doe d. Bell & ors. v. Beckett  
Wilson v. Sewell  
Collis v. Stone  
Pepper v. Barnard & an.  
Dunn v. Combe  
Doe d. Timmis v. Steele & an.  
Jones v. Ellis  
Davies v. Jones  
Doe d. Williams v. Williams  
Jones v. Thomas & ors.  
John v. Saer & an.  
Oldfields v. Williams

TRINITY TERM, 1842.  
Toppin v. Field  
Doe d. Henry v. Gustard  
Poor v. Hamblor  
Magnay & an. v. Monger  
Evans & an. v. Collins & an.  
Same v. Same  
Ashley v. Gibbs & an.  
Same v. Same  
Hunter v. Neck

## SPECIAL PAPER.

Archbp. York v. Trafford  
Chapman v. Beecham  
Colnaghi & an. v. Ward  
Tracey v. Taylor  
King v. Greenhill  
The Clarence Railway Co. v.  
The Great North of Eng-  
land, Clarence, and Hartle-  
pool Junction Railway Co.  
Merceron v. Webster  
Yates v. Aston  
Billing v. Green  
Stackwood v. Dunn  
Foley v. Addenbooke & ors.  
Muddell v. Grainger  
Price v. Treadwell  
Lambert & an. v. Hepworth  
Sturges v. Bennett

Stephens v. De Medina  
Uther v. Walters  
Same v. Same  
Neave v. Wrather  
Plumptre & an. v. Bates  
Cook v. Pearce & an.  
Mackereth v. Dunn  
Nutting v. Moore  
Sherrard v. Prall  
Roberts & an. v. Langley  
Doe d. Bishop of Durham v.  
Wharton & an.  
Stephens v. Watson & an.  
Scadding v. Patrick & an.  
Brandon v. Newton  
Rayner v. Wright  
Harper & an. v. Williams  
Smith v. Cartwright

## Court of Queen's Bench.

## NEW TRIALS

## STANDING FOR JUDGMENT.

Burton de Rutzen v. Farr  
Chapman v. Beckinton  
Metcalf v. Fowler

REMAINING UNDETERMINED  
AT THE END OF TRINITY  
TERM, 1842.

EASTER TERM, 1840.  
Claridge v. Latrade

Barbidge & an. v. Burbidge  
Lawes & an. v. Clarke

Same v. Bond  
Same v. Lyle

## ENLARGED RULES

FOR MICH. TERM, 1842.

## First Day.

Tebbutt v. Ambler  
Marston v. Davey  
Haseldine v. Grove  
Bryant v. Knight  
Williams & Wife v. Pantom  
In the matter of Gibbs & ors.  
Same  
The Queen v. The Manchester  
and Leeds Railway Co.  
The Queen v. Bingham  
The Queen v. The Mayor &c.  
of Harwich  
The Queen v. The Gt. North  
of England Railway Co.  
The Queen v. The Justices of  
Middlesex  
The Queen v. The Justices of  
the West Riding of Yorksh.

## Second Day.

Pennell & an. v. Bray & ors.  
Nicholl v. Hunt  
In the matter of Arbitration of  
Holmes & ors.  
Crellin v. Leyland & an.  
In the matter of Camberwell  
Rent-charge  
Laws v. Shaw  
Peirse v. Derry

The Queen v. Harman  
The Queen v. Fry & ors.  
The Queen v. Arrowsmith  
The Queen v. The Justices of  
East Kent  
The Queen v. Deighton  
The Queen v. Hill

## Third Day.

The Queen v. The Mayor &c.  
of Poole  
The Queen v. The Poor Law  
Commissioners (St. Luke's)  
The Queen v. The Bury Har-  
bour Company  
The Queen v. The Justices of  
Sussex  
The Queen v. The Tithe Com-  
missioners (Whitchurch)  
The Queen v. Merson

## Fourth Day.

The Queen v. The Church-  
wardens of St. Pancras  
The Queen v. The Inhabitants  
of Pembridge  
The Queen v. The Aldermen  
&c. of Malmesbury  
The Queen v. The Chapel-  
wardens of Willaden  
The Queen v. The London &  
Brighton Railway Co.

## CROWN PAPER.

Yorkshire ..... Reg. v. Inhabitants of Silkstone.  
Same ..... Inhabitants of Adasley.  
Same ..... Inhabitants of Rotherham.  
Gloucestershire ... Inhabitants of Pixley.  
Lincolnshire ..... Inhabitants of Midgille.

## Court of Exchequer.

## NEW TRIALS.

STANDING FOR JUDGMENT.  
Moved Mich. Term, 1841.

Faulteroy v. Jones  
Moved Easter Term, 1842.

Harris v. Bushell  
Heming v. Power

## FOR ARGUMENT.

Moved Easter Term, 1842.

Tanner v. Dickson

Moved Trinity Term, 1842.

Davidson v. Cooper & an.

## SPECIAL PAPER.

Remnants from Trinity Term,  
1842.

STANDING FOR JUDGMENT.

Doe d. Daniel v. Woodroffe  
Moseley v. Motteux

## FOR ARGUMENT.

Acraman v. Cooper & ors.  
Acraman v. Cooper & ors.  
Doe d. White v. White  
Sadler & ors. v. Belcher & ors.  
Catherwood v. Caslon

## PEREMPTORY PAPER.

Thursday, Nov. 3, 1842, to be  
taken at the Sitting of the  
Court.

Thomas v. The Mayor &c. of  
Swansea  
Garry v. Watts  
Alexander v. Spong  
Slatter v. Peyton

Smith v. Pole & ors.  
Clarke v. Becke  
Robinson v. Mantell  
Swinburn v. Taylor & an.  
Arlington v. Webb  
Dickinson & an. v. Passman  
Williams v. Williams

MASTER IN CHANCERY.—The Lord Chancellor has appointed Thomas Frederick Champney, of Beverley, Yorkshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

## London Gazettes.

TUESDAY, OCTOBER 18.

## DECLARATION OF INSOLVENCY.

WILLIAM LYON, jun., Woodford, Essex, chemist and  
druggist.

## BANKRUPTS.

EDMUND FENNELL and RICHARD FENNELL, Al-  
dermanbury Postern, London, warehousemen and cotton-  
yarn manufacturers, Oct. 28 and Nov. 29 at 11, Court of  
Bankruptcy: Off. ass. Alsager; Sol. Hall, 28, Moorgate-  
street.—Fiat dated Oct. 3.

JOHN COATS, St. John-st., draper, Oct. 28 at 1, and Nov.  
29 at 12, Court of Bankruptcy: Off. ass. Alsager; Sols. Bell  
& Co., 9, Bow Church-yard, Cheapside.—Fiat dated Oct. 11.

THOMAS GEORGE MARTIN, Great Winchester-street,  
Old Broad-st., wine merchant, Oct. 27 at 11, and Nov. 29  
at 11, Court of Bankruptcy: Off. ass. Lackington; Sol.  
Warrand, Gray's-inn.—Fiat dated Oct. 17.

CHARLES ALLEN, Devizes, Wiltshire, cattle dealer, Nov.  
2 and 29 at 2, Angel Inn, Chippenham: Sols. Robins &  
Hobbs, Wells, Somersetshire; Whitaker, 5, Gray's-inn-sq.  
—Fiat dated Oct. 6.

WILLIAM HALL, Tredington, Worcestershire, and RO-  
BERT RAINBOW, Stratford-upon-Avon, Warwickshire,  
corn and coal merchants, Oct. 28 and Nov. 29 at 11, White  
Hart Inn, Evesham, Worcestershire: Sols. Morgan, Stow-  
on-the-Wold; Vincent & Sherwood, 9, King's-bench-walk,  
Temple.—Fiat dated Oct. 13.

WILLIAM PUGH, Bristol, cabinet maker, Oct. 29 and  
Nov. 29 at 2, Commercial-rooms, Bristol: Sols. Harmar,  
Bristol; Bicknell & Co., 57, Lincoln's-inn-fields.—Fiat  
dated Oct. 6.

WILLIAM GORSUCH, Liverpool, hotel keeper, Oct. 31  
and Nov. 29 at 11, Clarendon-rooms, Liverpool: Sols. Lit-  
tledale & Bardswell, Liverpool; Vincent & Sherwood, Tem-  
ple.—Fiat dated Oct. 10.

JOHN CHARLES RAWDON, Leeds and Huddersfield,  
Yorkshire, wool merchant, Nov. 5 and 29 at 2, Commis-  
sioners'-rooms, Leeds: Sols. Robinson, Leeds; Strangways,  
4, Barnard's-inn.—Fiat dated Oct. 7.

HENRY BARTON, jun., Liverpool, merchant and ship-  
owner, Oct. 27 and Nov. 8 at 11, Clarendon-rooms, Liver-  
pool: Sols. Fletcher & Hull, Liverpool; Cotterill, 32, Throg-  
morton-street.—Fiat dated Oct. 14.

## MEETINGS.

Francois Gautier, Gould-square, Crutched-friars, merchant,  
Oct. 29 at 12, Court of Bankruptcy, pr. d.—Daniel Wade  
Acraman, Wm. Edw. Acraman, Alf. J. Acraman, William  
Morgan, Thos. Holroyd, and Jas. N. Franklyn, Bristol, ship  
builders, Oct. 29 at 2, Commercial-rooms, Bristol, pr. d.;  
Nov. 8 at 11, div. sep. est. D. W. Acraman; Nov. 9 at 11,  
div. sep. est. W. E. Acraman; Nov. 10 at 11, div. sep. est.  
A. J. Acraman.—John Arthur and David Arthur, Neath,  
Glamorganshire, iron masters, Nov. 9 at 12, Castle Hotel,  
Swansea, pr. d.—Jos. Boughton, Tewkesbury, Gloucestershire,  
scrivener, Nov. 7 at 3, Royal Hotel, Cheltenham, ch. ass.—  
Phil. Lewis, Birmingham, merchant, Oct. 28 at 11, Waterloo-  
rooms, Birmingham, ch. ass.—Rob. Graham, Liverpool, mer-  
chant, Nov. 9 at 11, Clarendon-rooms, Liverpool, ch. ass.—  
John Westhead, Manchester, small-ware manufacturer, Nov.  
2 at 5, Commissioners'-rooms, Manchester, ch. ass.—Aaron  
Mills, Ashton-under-Line, Lancashire, and Wm. Grimshaw  
Seed, Manchester, cotton manufacturers, Nov. 2 at 2, Com-  
missioners'-rooms, Manchester, ch. ass.; Nov. 9 at 2, pr. d.  
and div.; at 3, aud. ac.—Joshua Radford and Jos. Radford,  
Manchester, ironfounders, Nov. 2 at 2, Commissioners'-rooms,  
Manchester, ch. ass.—Henry Parry, Liverpool, merchant,  
Nov. 1 at 12, Clarendon-rooms, Liverpool, ch. ass.—Geo.  
Withey, Bristol, grocer, Oct. 28 at 1, Commercial-rooms,  
Bristol, further ex.—Jos. Raleigh, Thos. S. Goode, and Wm.  
Holland, Manchester, merchants, Nov. 3 at 4, Commissioners'-  
rooms, last ex.—Wm. Hooper, Reading, Berkshire, tobacco  
manufacturer, Nov. 8 at 11, Court of Bankruptcy, aud. ac.—  
Wm. Laurence, King William-st., money scrivener, Nov. 10  
at half-past 11, Court of Bankruptcy, aud. ac.—Wm. Harper,  
Cowper's-court, Cornhill, merchant, Nov. 8 at 2, Court of  
Bankruptcy, aud. ac.—Thos. Long, Beaufort-place, St. Luke,  
Chelsea, coal merchant, Nov. 10 at 1, Court of Bankruptcy,

aud. ac.—*Thos. Ginger*, Leighton Buzzard, Bedfordshire, innkeeper, Nov. 10 at 11, Court of Bankruptcy, aud. ac. and div. *Jas. Fuller*, Maidenhead, Berkshire, corn and coal merchant, Nov. 8 at 12, Court of Bankruptcy, aud. ac. and div.—*Thos. Dykes*, Broad-street, St. Giles, stationer, Nov. 8 at 1, Court of Bankruptcy, aud. ac. and div.—*Jas. Atkins*, sen., and *Jas. Atkins*, jun., Coulsdon, Surrey, lime merchants, Nov. 8 at half-past 12, Court of Bankruptcy, aud. ac.—*Thos. J. Winter*, Tottenham-court-rd., bill broker, Nov. 8 at 12, Court of Bankruptcy, aud. ac.—*J. Satterthwaite*, Cullum-st., London, wine merchant, Nov. 8 at 11, Court of Bankruptcy, aud. ac.—*W. G. Smyth*, Vauxhall-walk, Vauxhall, Lambeth, surgeon, Nov. 8 at 11, Court of Bankruptcy, aud. ac.—*T. Hurrell*, Walthamstow, Essex, cattle dealer, Nov. 10 at 12, Court of Bankruptcy, aud. ac. and div.—*Geo. Carrington*, Albion-st., Hyde-park, horse dealer, Nov. 10 at 11, Court of Bankruptcy, aud. ac. and div.—*Wm. Filmer* and *W. S. Gooding*, Osborne-st., Whitechapel, brewers, Nov. 10 at half-past 11, Court of Bankruptcy, aud. ac.—*J. W. Vogel*, Cloak-lane, London, bookseller, Nov. 10 at 1, Court of Bankruptcy, aud. ac.—*J. G. Bourne*, Clapham, Surrey, carpenter, Nov. 10 at 11, Court of Bankruptcy, aud. ac.—*T. Ouchterlony*, Threadneedle-st., merchant, Nov. 10 at half-past 12, Court of Bankruptcy, aud. ac.—*F. Norrison*, Devil's-bridge, Cardiganshire, innkeeper, Nov. 8 at 12, Commercial-rooms, Bristol, aud. ac.; Nov. 9 at 12, div.—*J. Dudley*, Bedminster, Bristol, builder, Nov. 8 at 2, Commercial-rooms, Bristol, aud. ac.; Nov. 9 at 2, div.—*Wm. Dixon*, Walsall, Staffordshire, brass and cock founder, Nov. 9 at 11, Swan Hotel, Wolverhampton, aud. ac.; at 12, div.—*David Crane*, Woverhampton, Staffordshire, publican, Nov. 10 at 12, Swan Hotel, Wolverhampton, aud. ac.; at 1, div.—*J. Blair*, Uttoxeter, Staffordshire, money scrivener, Nov. 9 at 2, Swan Inn, Stafford, aud. ac.—*Henry Jefford*, Lyme Regis, Dorsetshire, builder, Nov. 8 at 3, King's Arms Inn, Dorchester, aud. ac.—*John Daines*, Tunstall, Wolstanton, Staffordshire, joiner, Nov. 10 at 12, Swan Inn, Stafford, aud. ac.—*Peter Loyall*, Kingston-upon-Hull, miller, Nov. 8 at 1, Lion Hotel, Glamford Briggs, Lincolnshire, aud. ac.—*Isaac Marsden*, jun., Bowling, Bradford, Yorkshire, maltster, Nov. 10 at 4, Commission-rooms, Leeds, aud. ac.—*Timothy Bowling*, Gunthorpe, Lincolnshire, and *Megeel Bowling*, Kent-st., Southwark, merchants, Nov. 8 at 12, George Inn, Kingston-upon-Hull, aud. ac.—*Wm. Pennington*, Marple, Cheshire, grocer, Nov. 8 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Joseph Horncastle*, Glamford Briggs, Lincolnshire, seed merchant, Nov. 8 at 12, Lion Hotel, Glamford Briggs, aud. ac.—*Thomas Kennington*, Wrawby, Lincolnshire, horse dealer, Nov. 8 at 2, Lion Hotel, Glamford Briggs, aud. ac.—*William Killam*, Kirtion in Lindsey, Lincolnshire, victualler, Nov. 9 at 1, Lion Hotel, Glamford Briggs, aud. ac.—*Joseph Lane*, sen., Stockport, Cheshire, cotton manufacturer, Nov. 9 at 3, Commissioners'-rooms, Manchester, aud. ac.; at 4, div.—*Robert Brown*, Kingston-upon-Hull, bookseller, Nov. 10 at 1, George Inn, Kingston-upon-Hull, aud. ac.—*Geo. Badenach* and *T. Jenkinson*, Liverpool, brokers, Nov. 9 at 10, Clarendon-rooms, Liverpool, aud. ac.—*Thos. Kearsley*, Tyldesley, Lancashire, cotton spinner, Nov. 10 at 3, Commissioners'-rooms, Bolton-le-Moors, aud. ac.—*John Lang*, *Samuel Armitage*, *Richard Redfearn*, and *John Sykes*, Liversedge, Yorkshire, blanket manufacturers, Nov. 9 at 11, George Inn, Huddersfield, aud. ac.—*Thomas Brooke*, *Joseph Lang*, *Joseph Wilby*, and *Jonas Milnes*, Liversedge, Yorkshire, blanket manufacturers, Nov. 9 at 12, George Inn, Huddersfield, aud. ac.—*W. E. Burgess*, Llanelly, Carmarthenshire, draper, Nov. 9 at 11, Castle Hotel, Swansea, aud. ac.—*Ralph Seddon*, Salford, Lancashire, dyer, Nov. 9 at 12, Commissioners'-rooms, Manchester, aud. ac.; at 1, div.—*John Holroyd* and *R. S. Holroyd*, Smallees Mill, Soyland, Halifax, Yorkshire, cotton spinners, Nov. 8 at 10, Old Cock Inn, Halifax, aud. ac.—*James Sly*, Melcombe Regis, Dorsetshire, draper, Nov. 10 at 2, King's Arms Inn, Dorchester, aud. ac.; at half-past 2, div.—*John Senior*, Liverpool, iron merchant, Nov. 9 at 11, Clarendon-rooms, Liverpool, aud. ac.—*Chas. Carr*, Heaton Norris, Stockport, Lancashire, cotton manufacturer, Nov. 9 at 1, Commissioners'-rooms, Manchester, aud. ac.; at 2, div.—*George Hallett*, Ryde, Isle of Wight, draper, Nov. 8 at 1, Pier Hotel, Ryde, aud. ac.; at half-past 1, div.—*James Kippax*, Lockwood, near Huddersfield, Yorkshire, omnibus proprietor, Nov. 8 at 12, White Lion Inn, Halifax, aud. ac.—*Robert Lamb*, Stockton, Durham, iron merchant, Nov. 10 at 11, Black Lion Hotel, Stockton, aud. ac.; at 12, div.—*John Hiley*, Caistor, Lincolnshire,

carrier, Nov. 8 at 11, Lion Hotel, Glamford Briggs, aud. ac.—*Joseph Barter*, Poole, timber merchant, Nov. 10 at 11, Old Antelope Inn, Poole, aud. ac.—*J. B. Prichard* and *J. R. Croft*, Liverpool, oil merchants, Nov. 9 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 1, div. sep. est. *J. B. Prichard*, Nov. 9 at 2, aud. ac.; Nov. 10 at 2, div. sep. est. *J. R. Croft*, Nov. 9 at 5, aud. ac.; Nov. 10 at 3, div. joint est.—*Robert Heardman*, Manchester, wine and spirit merchant, Nov. 11 at 12, Commissioners'-rooms, Manchester, aud. ac.—*Samuel Evans*, Oswestry, Shropshire, linen and woollen draper, Nov. 8 at 12, Commissioners'-rooms, Manchester, aud. ac.—*Alexander Bower*, Basford, Staffordshire, and Manchester, banker, Nov. 10 at 1, Commissioners'-rooms, Manchester, aud. ac.—*Benj. Barlow*, Weymouth and Melcombe Regis, Dorsetshire, wine merchant, Nov. 9 at 11, King's Arms Inn, Dorchester, aud. ac.; at 12, div.—*A. Leighton*, Liverpool, merchant, Nov. 10 at 2, Clarendon-rooms, Liverpool, aud. ac.—*Sam. Wagstaff*, Saddleworth, Yorkshire, grocer, Nov. 8 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Jas. Siddons*, *Jas. Moody Wathe*, and *J. Siddons*, jun., Nuneaton, Warwickshire, coal masters, Nov. 8 at 11, Craven Arms Hotel, Coventry, aud. ac.—*Rob. Knowles*, Great Bolton, Lancashire, collier, Nov. 9 at 2, Swan Inn, Great Bolton, aud. ac.; at 3, div.—*Edw. Wilkins*, Swansea, Glamorganshire, Nov. 9 at 11, Bush Inn, Swansea, aud. ac.; at 12, div.—*J. Martin*, King-st., London, woollen warehouseman, Nov. 10 at half-past 12, Court of Bankruptcy, div.—*Fred. J. Mitchell*, Aldersgate-st., builder, Nov. 8 at 11, Court of Bankruptcy, div.—*J. Mason*, Lime-street-square, London, merchant, Nov. 10 at 12, Court of Bankruptcy, fin. div.—*J. Baker* and *Geo. Wallis*, Edward-street, City-road, farriers, Nov. 10 at half-past 12, Court of Bankruptcy, fin. div.—*J. Calvert*, Pall-mall, ivory turner, Nov. 8 at 12, Court of Bankruptcy, div.—*Edw. Scholefield*, Watling-st., warehouseman, Nov. 8 at 11, Court of Bankruptcy, div.—*Jos. Spencer*, Lamb's Conduit-st., Foundling Hospital, chemist and druggist, Nov. 9 at 2, Court of Bankruptcy, div.—*Ann Leech*, *J. Leech*, and *Jas. Leech*, Brick-lane, Spitalfields, builders, Nov. 9 at 1, Court of Bankruptcy, div.—*Jas. Bedford*, Westminster-rd., Surrey, ironmonger, Nov. 9 at 12, Court of Bankruptcy, div.—*Benj. Jacques*, Standard-hill, Castle of Nottingham, *J. Cotton*, Nottingham-park, Nottingham, and *Thos. Barfoot Oliver*, Quorn, Leicestershire, hosiers, Nov. 8 at 11, George the Fourth Inn, Nottingham, aud. ac.; div. sep. est.; *Benj. Jacques*, Nov. 10 at 1, aud. ac.; at 2, div.—*J. Cotton*, Nottingham and Sheepshead, Leicestershire, hosier, Nov. 11 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 12, div.—*J. Teendale* and *George Atkinson Swales*, Sheffield, Yorkshire, timber merchants, Nov. 10 at 11, Town-hall, Sheffield, aud. ac.; at 12, div. joint est. and sep. est.—*Jas. Robinson*, Tideswell, Derbyshire, corn factor, Nov. 10 at 2, Town-hall, Sheffield, aud. ac.; at 3, div.—*J. Pollock*, Liverpool, merchant, Nov. 9 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, first and fin. div.—*Timothy Bourne*, Liverpool, cotton broker, Nov. 9 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Edw. Stratton*, Longcott, Berkshire, corn dealer, Nov. 8 at 11, Red Lion Inn, Farningdon, aud. ac. and fin. div.—*Wm. Mells* and *J. Turley*, Manchester, tailors, Nov. 9 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*Edwin Marriott* and *Jonah Marriott*, Northampton, drapers, Nov. 10 at 12, Angel Hotel, Northampton, aud. ac.; fin. div.—*Wm. Lyne* and *Thos. Sudell*, Liverpool, merchants, Nov. 10 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, first and fin. div.—*Hen. Kendall*, *Edmund Kendall*, *J. Kendall*, and *Jos. Kendall*, Deritend, Birmingham, perfumers, Nov. 9 at 2, Waterloo-rooms, Birmingham, aud. ac.; at 3, fin. div.—*Geo. Jull*, Leamington, Warwickshire, grocer, Nov. 10 at 11, Lansdowne Hotel, Leamington, aud. ac.; at 12, fin. div.—*Thos. Cave*, jun., and *J. C. Burton*, Nottingham, lace manufacturers, Nov. 8 at 1, George the Fourth Inn, Nottingham, aud. ac.; at 2, div.—*W. Wilks*, Bengeworth, Worcestershire, coal merchant, Nov. 8 at 11, White Hart Inn, Evesham, aud. ac.; at 12, div.—*Sam. Geer*, Nottingham, Fishmonger, Nov. 8 at 12, George the Fourth Inn, Nottingham, aud. ac.; at 1, div.—*Thos. Stanley* and *Wm. Watson*, Leeds, Yorkshire, cloth merchants, Nov. 8 at 2, Commissioners'-rooms, pr. d. and aud. ac.; at 3, fin. div.—*Rich. Parsons*, Nottingham, common brewer, Nov. 9 at 2, George the Fourth Hotel, Nottingham, aud. ac.; at 3, first and fin. div.—*Rob. Watson*, Colne, Lancashire, manufacturer of pieces formed partly of worsted and partly of cotton, Nov. 8 at 12, King's Head Inn, Colne, pr. d. and aud. ac.; at 1,

div.—*Wm. Marsden*, Newcastle Emlyn, Carmarthenshire, banker, Nov. 8 at 12, Ivy Bush Hotel, Carmarthen, aud. ac.; at 1, div.—*Rob. Lundie*, Kingston-upon-Hull, wine merchant, Nov. 8 at 1, George Inn, Kingston-upon-Hull, aud. ac.; at 2, first and fin. div.—*Francis Davis*, Weymouth and Melcombe Regis, Dorsetshire, wine merchant, Nov. 9 at 2, Antelope Inn, Dorchester, aud. ac.; at 3, div.—*Chas. Rob. Guy*, Helston, Cornwall, grocer, Nov. 8 at 11, Green Bank Hotel, Palmouth, aud. ac.; at 2, fin. div.—*Geo. Schonwar*, Kingston-upon-Hull, *Geo. Schonwar*, jun., and *Hen. Schonwar*, Mauritius, merchants, Nov. 8 at 10, George Inn, Kingston-upon-Hull, aud. ac. at 11, div.—*Rudolph Moritz Dittreich*, Kingston-upon-Hull, merchant, and *Konigsberg*, Prussia, Nov. 9 at 11, George Inn, Kingston-upon-Hull, aud. ac.; at 12, div.—*Cuthbert Potts*, *Andrew Potts*, and *J. Potts*, Monk Wearmouth Shore, Durham, ship builders, Nov. 9 at 12, Bridge Hotel, Sunderland, aud. ac.; at 12, div.—*Geo. Noble*, Biddeford, Durham, ship builder, Nov. 9 at 12, Bridge Hotel, Sunderland, aud. ac.; at 1, div.—*Thos. Morton Jones*, Yardley, Worcestershire, merchant, Nov. 10 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, first and fin. div.—*Jas. Holdsworth*, Bradford, Yorkshire, worsted spinner, Nov. 9 at 12, Commissioners'-rooms, Leeds, aud. ac.; at 1, div.—*J. Shnager*, Liverpool, wine merchant, Nov. 9 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, fin. div.—*Jos. Peirbank*, Manningham, Bradford, Yorkshire, dealer and chapman, deceased, Nov. 9 at 2, Commercial-buildings, Leeds, aud. ac.; at 3, fin. div.—*Thos. Tenson*, Coventry, druggist, Nov. 8 at 12, Craven Arms Hotel, Coventry, aud. ac.; at 1, fin. div.—*Jos. Porter*, Barnsley, Yorkshire, calenderer, Nov. 8 at 11, Town-hall, Sheffield, aud. ac.; at 12, div.—*Jas. Robinson*, Leeds, cloth merchant, Nov. 8 at 1, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 2, fin. div.—*Sam. Eastwood*, Huddersfield, Yorkshire, woolstapler, Nov. 10 at 12, George Hotel, Huddersfield, aud. ac.; at 1, div.—*Benj. Allport*, Liverpool, coffee merchant, Nov. 8 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, div.—*Geo. Nicholson*, Manchester, baker, Nov. 8 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*J. Wrigley Barton* and *Horatio Barton*, Ancoats, Manchester, cotton spinners, Nov. 10 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and fin. div. joint est.; at 11, pr. d.; at 12, aud. ac. and first and fin. div. sep. est. *J. W. Barton*; at 12, pr. d.; at 1, aud. ac. and first and fin. div. sep. est. *H. N. Barton*.—*Thomas Wilson* and *Wm. Wilson*, Manchester, hat-trimming manufacturers, Nov. 8 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac.—*Wm. Edwin Oldham*, Manchester, commission agent, Nov. 9 at 10, Commissioners'-rooms, Manchester, pr. d.; at 11, aud. ac. and div.—*Thos. Tomlin*, Liverpool, dyestaller, Nov. 8 at 3, Clarendon-rooms, Liverpool, pr. d.; at 4, aud. ac. and div.—*J. Clegg*, Manchester and Eccles, ribbon manufacturer, Nov. 10 at 2, Commissioners'-rooms, Manchester, pr. d.; at 3, aud. ac. and div.—*C. Harwar*, Serle's-pl., Carey-st., Lincoln's Inn, paper merchant, Nov. 8 at 3, Commissioners'-rooms, Manchester, pr. d.; at 4, aud. ac. and div.—*J. Hill*, Liverpool, merchant, Nov. 9 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, fin. div.—*C. Thos. Dumbleton*, Liverpool, broker, Nov. 10 at 12, Clarendon-rooms, Liverpool, aud. ac. and pr. d.; at 1, fin. div.—*J. Lees*, Bilston, Staffordshire, grocer, Nov. 9 at 10, Swan Hotel, Wolverhampton, aud. ac.; at 11, fin. div.—*J. Johnson*, Nantwich, Cheshire, druggist, Nov. 10 at 1, Crown Inn, Nantwich, aud. ac.; at 2, fin. div.—*Edw. Keys*, Hanley, Staffordshire, china manufacturer, Nov. 9 at 12, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 2, first and fin. div.—*J. Noble*, Leicester, and *Jos. Freer*, Huncote, Leicestershire, hosiers, Nov. 8 at 11, Castle of Leicester, Leicester, aud. ac.; at 12, div.—*Thomas James*, Nottingham, maltster, Nov. 8 at 10, George the Fourth Inn, Nottingham, aud. ac.; at 11, fin. div.—*Robert Askew*, Manchester, merchant, Nov. 9 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 12, div.—*T. Jones*, Gardden, Denbighshire, iron master, Black Lion Inn, Mold, aud. ac.; at 12, fin. div.—*J. Hanford Jackson*, Eastwood, Nottinghamshire, grocer, Nov. 9 at 11, George the Fourth Inn, Nottingham, aud. ac.; at 12, fin. div.—*Sinckler Porter*, Chester, attorney at law, Nov. 9 at 12, Hop Pole Inn, Chester, aud. ac. and div.—*Jas. Hodson* and *Mary Hargreaves*, Liverpool, timber merchants, Nov. 9 at 10, Clarendon-rooms, Liverpool, aud. ac.; at 11, div.—*Geo. Prescott Ditchfield*, Liverpool, grocer, Nov. 10 at 10, Clarendon-rooms, Liverpool, aud. ac.; at 11, div.—*J. Richardson*, Liverpool, merchant, Nov. 10 at 12, Claren-

don-rooms, Liverpool, aud. ac.; at 1, div.—*J. Underhill*, Birmingham, merchant, Nov. 9 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*J. Green*, Drayton in Hales, Shropshire, druggist, Nov. 10 at 11, Phoenix Inn, Drayton in Hales, aud. ac.; at 12, first and fin. div.—*Hen. Burton*, Wem, Shropshire, corn dealer, Nov. 8 at 11, Shire-hall, Shrewsbury, aud. ac.; at 12, first and fin. div.—*Edw. Astin*, Ashley, Staffordshire, maltster, Nov. 10 at 11, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 12, first and fin. div.—*J. Robinson*, Shavington-cum-Gresty, Cheshire, cheesefactor, Nov. 10 at 10, Castle Hotel, Newcastle-under-Lyme, aud. ac.; at 11, first and fin. div.—*W. Jennings*, Bungay, Suffolk, maltster, Nov. 10 at 1, King's Head Inn, Beccles, aud. ac.; at 2, fin. div.—*Peter Crompton*, Liverpool, ironmonger, Nov. 8 at 10, Clarendon-rooms, Liverpool, aud. ac.; at 11, div.—*Jos. Tolson* and *J. Sunderland Tolson*, Huddersfield, fancy cloth manufacturers, Nov. 10 at 3, George Hotel, Huddersfield, aud. ac.; at 4, fin. div.—*Sam. Drinkwater*, Liverpool, coal merchant, Nov. 10 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Wm. Wilkinson*, Manchester, dealer in toys and hardware, Nov. 8 at 11, Commissioners'-rooms, Manchester, pr. d. and div.; at 12, aud. ac.—*Rob. Neech*, sen., Kirkley, Suffolk, farmer, Nov. 10 at 11, King's Head Inn, Beccles, aud. ac.; at 12, div.—*Geo. Bower*, Huddersfield, woollen-cloth manufacturer, Nov. 10 at 12, George Hotel, Huddersfield, aud. ac.; at 1, div.—*Thos. Brown Milnes* and *Rob. Cowen*, Nottingham, ironmongers, Nov. 9 at 3, George the Fourth Inn, Nottingham, aud. ac.; at 4, div.—*Hen. Parry*, Liverpool, merchant, Nov. 10 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, fin. div.—*Hen. Francis*, *R. J. Turner*, and *C. J. West*, Norwich, scriveners, Nov. 8 at 11, Rampant Horse Inn, aud. ac.; at 12, div. sep. est. *H. Francis*.—*J. Fisher* and *E. Fisher*, Wigan, Lancashire, wine merchants, Nov. 9 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*R. Martin*, sen., and *R. Martin*, jun., Manchester, corn merchants, Nov. 10 at 1, Commissioners'-rooms, Manchester, pr. d., and div.; at 2, aud. ac.—*J. Johnson*, Salford, Lancashire, timber merchant, Nov. 9 at 11, Commissioners'-rooms, Manchester, pr. d. and div.; at 12, aud. ac.—*E. Ashworth*, Manchester, innkeeper, Nov. 9 at 10, Commissioners'-rooms, Manchester, pr. d. and div.; at 11, aud. ac.—*Samuel Hodson Sale*, Heaton Norris, and Stockport, and *James Astley*, Stockport, and Manchester, cotton dealers, Nov. 8 at 6, Commissioners'-rooms, Manchester, pr. d. and div.; at 7, aud. ac. sep. est. *S. H. Sale*; Nov. 1 at 6, pr. d. and div.; at 7, aud. ac. sep. est. *J. Astley*; Nov. 10 at 6, pr. d. and div.; at 7, aud. ac. joint est.—*John Green* and *W. Green*, Wetherby, Yorkshire, timber merchants, Nov. 10 at 11, Guildhall, York, aud. ac.; at 12, div.—*Philip Lewis*, Birmingham, merchant, Nov. 9 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, first and fin. div.—*Fras. Deakin*, Birmingham, wire manufacturer, Nov. 9 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, fin. div.—*G. J. Green*, Birmingham, glass manufacturer, Nov. 10 at 3, Waterloo-rooms, Birmingham, aud. ac.; at 4, div.—*George Alsop*, Uttoxeter, Staffordshire, surgeon, Nov. 9 at 11, Red Lion Inn, Uttoxeter, aud. ac.; at 2, fin. div.—*James Dickson*, Newcastle-upon-Tyne, draper, Nov. 9 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, div.—*James Wilson*, Liverpool, wine merchant, Nov. 10 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*John Asbury*, Eccleshall, and *S. Davison*, Stone, Staffordshire, brewers, Nov. 9 at 11, Swan Inn, Stafford, aud. ac.; at 11, fin. div.—*J. B. Pigott*, Darlington, Durham, linen manufacturer, Nov. 8 at 11, Sun Inn, Darlington, aud. ac.; at 1, fin. div.—*T. Thompson* and *Jas. Thompson*, Newcastle-upon-Tyne, builders, Nov. 9 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, div.—*Benjamin Crowther*, Mirfield, Yorkshire, maltster, Nov. 10 at 3, George Hotel, Huddersfield, aud. ac.; at 4, div.—*Thomas Grove*, Stourbridge, Worcestershire, miller, Nov. 10 at 12, Vine Inn, Stourbridge, aud. ac.; at 1, div.—*R. J. Wrangham*, Great Driffield, Yorkshire, grocer, Nov. 10 at 12, George Inn, Kingston-upon-Hull, aud. ac.; at 1, first and fin. div.—*Wm. Bridge*, Birmingham, shoemaker, Nov. 10 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, first and fin. div.—*Thomas Tomlinson*, Winterton, Lincolnshire, corn merchant, Nov. 9 at 12, Lion Hotel, Glamford Briggs, aud. ac.; at 1, div.—*Joseph Ross*, Halifax, Yorkshire, woolstapler, Nov. 10 at 5, White Swan Inn, Halifax, pr. d. and aud. ac.; at 6, first and fin. div.—*Wm. S. Healeden*, Barton-upon-Humber, Lincolnshire, scrivener, Nov. 9 at 12, Lion Hotel, Glamford Briggs, aud. ac.; at 1, div.—*H. Wrigley*,

Halifax, Yorkshire, silk-waste spinner, Nov. 10 at 6, White Swan Inn, Halifax, pr. d. and aud. ac.; at 7, fin. div.—*Robt. Jaques and Rich. Wilson*, Leeds, flax spinners, Nov. 8 at 9, Commissioners' rooms, Leeds, pr. d. and aud. ac.; at 10, fin. div.—*W. Wrigley and T. Wrigley*, Holmfeld-mills, Oveden, Halifax, Yorkshire, silk-waste spinners, Nov. 10 at 4, White Swan Inn, Halifax, aud. ac.; at 5, fin. div.—*Matthew Fern*, Leamington-priors, Warwickshire, plasterer, Nov. 8 at 11, Lansdowne Hotel, Leamington-priors, aud. ac.; at 12, fin. div.—*Thomas Hanson*, Clough-bottom, Longwood, Halifax, Yorkshire, woollen-cloth manufacturer, Nov. 9 at 11, George Hotel, Huddersfield, aud. ac.; at 12, div.—*Henry Harwood*, Beverley, Yorkshire, linen draper, Nov. 8 at 1, George Inn, Kingston-upon-Hull, aud. ac.; at 2, div.—*William Thorpe*, Grantham, Lincolnshire, farmer, Nov. 9 at 12, Lion Hotel, Glamford Briggs, aud. ac.; at 2, fin. div.—*Thomas Trafford*, Hatton, Lincolnshire, innkeeper, Nov. 9 at 12, White Lion Hotel, Glamford Briggs, aud. ac.; at 2, fin. div.—*J. Temple*, Myton, Kingston-upon-Hull, common brewer, Nov. 9 at 12, George Inn, Kingston-upon-Hull, aud. ac.; at 1, fin. div.—*Wm. May*, Manchester, innkeeper, Nov. 9 at 5, Commissioners' rooms, Manchester, aud. ac.; at 6, div.—*R. Graham*, Liverpool, merchant, Nov. 9 at 12, Clarendon-rooms, Liverpool, aud. ac.; at 1, fin. div.—*Wm. Lloyd*, Liverpool, wine merchant, Nov. 10 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 12, div.—*John Binder*, Moulton, near Spalding, Lincolnshire, coal merchant, Nov. 10 at 1, White Hart Inn, Spalding, aud. ac.; at 2, div.—*Richard Freeman*, Wisbeach, Cambridgeshire, builder, Nov. 10 at 11, Globe Inn, King's Lynn, aud. ac.; at 12, first and fin. div.—*John G. Johnson*, Nether Langwith, Cuckney, Nottinghamshire, draper, Nov. 8 at 1, George the Fourth Hotel, Nottingham, aud. ac.; at 2, fin. div.—*Thomas Hicken*, Kidderminster, coach maker, Nov. 9 at 11, Black Horse Inn, Kidderminster, aud. ac. and div.—*Joshua Gibson and Jos. M'Glasson*, Liverpool, silk mercers, Nov. 9 at 11, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*John Holt*, Manchester, banker, Nov. 9 at 2, Commissioners' rooms, Manchester, div.; at 3, aud. ac.—*W. Carr and J. C. Carr*, Sunderland, Durham, merchants, Nov. 10 at 11, Bridge Inn, Sunderland, aud. ac. and div.—*Jane Rimmer*, Lytham, Lancashire, innkeeper, Nov. 10 at 12, Town-hall, Preston, aud. ac. and fin. div.—*Thomas F. Cozens*, Canterbury, builder, Nov. 9 at 11, Guildhall, Canterbury, aud. ac.; at 12, fin. div.—*Wm. Parker*, Hockley, Nottinghamshire, grocer, Nov. 8 at 11, George the Fourth Hotel, Nottingham, aud. ac.; at 12, fin. div.—*J. Rate*, Eastgate, Bourn, Lincolnshire, feltmonger, Nov. 11 at 4, Standwell's Hotel, Stamford, aud. ac.; at 5, first and fin. div.—*Rich. Hickman*, Bilston, Staffordshire, timber merchant, Nov. 9 at 1, Swan Hotel, Wolverhampton, aud. ac.; at 2, fin. div.—*G. Thorpe*, Kirton in Lindsey, Lincolnshire, scrivener, Nov. 9 at 11, Lion Hotel, Brigg, pr. d.; at 12, aud. ac.; at 1, first and fin. div.—*Richard Hargrave*, Leeds, paper stainer, Nov. 9 at 3, Commissioners' rooms, Leeds, aud. ac.; at 10, fin. div.—*William Splaine*, Liverpool, coal merchant, Nov. 9 at 10, Clarendon-rooms, Liverpool, div.—*Thomas Lyster*, Manchester, corn factor, Nov. 10 at 12, Commissioners' rooms, Manchester, div.—*P. W. Hart*, Norwich, gig manufacturer, Nov. 8 at 10, Beckwith & Co.'s, Norwich, div.—*G. Robinson*, Huddersfield, surgeon, and *Mary Farrand*, widow, Almondsbury, Yorkshire, fancy-cloth manufacturers, Nov. 10 at 5, George Hotel, Huddersfield, div.—*Robert Stringer*, Great Yarmouth, wine merchant, Nov. 8 at 2, Feathers Inn, Great Yarmouth, div.—*Jas. Knight*, Southampton, painter, Nov. 9 at 2, Dolphin Inn, Southampton, fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Nov. 8.*

*Jas. Jackson*, Lincoln, chemist.—*Samuel Pope*, Manchester and Clayton-bridge, Lancashire, and London, calico and mouseline do lane printers.—*Robert Peart*, Newark-upon-Trent, Nottinghamshire, rope maker.—*Thomas Hill*, Great Driffield, Yorkshire, spirit merchant.—*Rob. Joseph Wrangham*, Great Driffield, Yorkshire, grocer.—*Thos. Hen. Munday*, Fore-st., Cripplegate, bookseller.—*Geo. Barrett*, Ecclesfield, Yorkshire, cattle dealer.—*Jos. Chas. Bowles*, Store-st., Bedford-square, Great Coram-st., Russell-sq., and Brook-st., Grosvenor-sq., upholders.—*Wm. Henry Apsey*, Globe-wharf, Rotherhithe, ship breaker.—*Chas. Jas. Townley*, Liverpool, share broker.—*Wm. Morgan and Thos. Holroyd*, Bristol, ship builders.—*Jeffery Daniel Gorsely*, Bristol, toymen.—*Thomas Worsley*,

Stockport, Cheshire, hosier.—*Thomas Saint John Hudson*, Wells, surgeon.—*Rich. Lee*, Portsmouth, banker.

#### SCOTCH SEQUESTRATIONS.

*A. Halket*, Affleck, Forfarshire, dairyman.—*A. Steel*, Black-siding, farmer.—*William Neilson*, Burnbank, near Hamilton, spirit retailer.—*Wm. Smith*, Glasgow, builder.—*D. Forbes*, sen. and jun., Blairnambuing, Perthshire, graziers.—*Mrs. C. Gibb*, Dunfermline, baker.—*Wm. Allan & Co.*, Leith, merchants.

#### INSOLVENT DEBTORS.

*Saturday, Oct. 15, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Jonathan Burton*, George-yd., Lombard-st., wine merchant, No. 50,427 T.; *Thos. Hurst*, sole assignee, Samuel Cottle unwilling to act.—*John Brokenshir*, Ramsgate, Kent, fisherman, No. 52,379 T.; *Steph. Mongor*, assignee.—*M. Wm. Becker*, Carlisle-st., Portman-market, horse dealer, No. 53,744 T.; *J. Williams*, jun., assignee.—*Agnes Cunningham*, Windsor-pl. City-road, out of business, No. 37,048 T.; *J. Moze*, assignee.—*Francis Sharratt*, Gray's-inn Coffee-house, Holborn, conveyancer, No. 53,236 T.; *Richard Greenough and Wm. Adey*, assignees.—*Thos. Evans*, Lower Calcott, Shropshire, apothecary, No. 53,814 T.; *Thos. E. Lewis*, assignee.—*W. Skinner*, Sutton Saint James, Lincolnshire, farmer, No. 49,046 C.; *T. Marshall and John S. Wright*, assignees.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Nov. 8 at 9.*

*Jas. M'Carthy*, Ingram-st., Fenchurch-st., in no business.—*Rich. Harvey*, Northumberland-mews, Nottingham-street, Mary-le-bone, farrier.—*S. Homer*, Vauxhall-row, Lambeth, blacksmith.—*Hugh Rob. Roberts*, Duke-st., Spitalfields, out of business.—*Lewis Abrahams*, Cross-court, Russell-court, Drury-lane, out of business.—*Mary Lawrence*, widow, Pinner-park, Pinner, in no business.—*John Holland*, St. James's-buildings, Rosamond-st., Clerkenwell, polisher.—*John F. I. Caplin*, Berners-st., Oxford-st., professor of drawing.—*John Ghost*, Webber-row, Blackfriars-road, cabinet maker.—*Henry Thos. Huish*, Weymouth-st., New Kent-road, out of business.—*Ebenezer Daniels*, Crescent, Jewin-st., Cripplegate, tailor.—*John Buist*, Hercules-buildings, Lambeth, paper hanger.—*Edw. F. Grant*, Piccadilly, breeches maker.—*George Webb*, Waltham-cross, Hertfordshire, haberdasher.—*T. Burroughs*, jun., Amwell-st., Pentonville, assistant clerk in the office of a Master in Chancery.

*Court-house, PRESTON, Lancashire, Nov. 9 at 10.*

*John M'Gowan*, Preston, fishmonger.—*Thomas Chambers*, Preston, spinner.—*John Clarkson*, Preston, shoemaker.—*W. Smith*, Preston, labourer.—*Alice Taylor*, widow, Preston.—*Thos. Fishwick*, Preston, spinner.—*Richard Dobson*, Preston, labourer.

*Court-house, CARDIFF, Glamorganshire, Nov. 10 at 10.*

*Philip Bird*, Cardiff, grocer.—*Henry Mills*, Swansea, mariner.—*Wm. Jarrett*, Taffavall, victualler.—*Jane M. Phillips*, Swansea, grocer.—*John Needham*, Gloucester, superannuated Custom-house officer.—*Elizabeth Williams*, spinster, Merthyr Tidvil, out of business.—*Margaret Thomas*, widow, Merthyr Tidvil, beer-house keeper.—*E. Evans*, Aberdeen, near Merthyr Tidvil, butcher.—*John Lloyd*, Crickhowell, Brecknockshire, printer.—*J. Winstone*, Merthyr Tidvil, cabinet maker.—*Wm. Daniel*, Merthyr Tidvil, hat maker.—*John Evans*, Pencarlan, farmer.—*Henry Day*, Swansea, publican.—*Charles Williams*, Cardiff, watch maker.—*David Lewis*, Cardiff, carpenter.—*Den. Richards*, Brynwastod, collier.—*Wm. Edward Boyle*, Neath, glazier.—*Wm. Thomas*, Marcron, labourer.

#### INSOLVENT DEBTORS' DIVIDENDS.

*G. Tucker*, Esher, Surrey, plumber: 1s. 3d. in the pound.—*Wm. Copley*, New Suenton, Nottinghamshire, grocer: 8d. in the pound.—*Rob. Farman*, Ipswich, Suffolk, carpenter: 1s. in the pound.—*John Preston*, York, glass dealer: 2s. 1d. in the pound.—*Piet. Gaspere Bordess*, Chester, dealer in fancy toys: 2s. 10d. in the pound.—*Sam. Cooper*, Newcastle-upon-Tyne, colliery viewer: 1s. 4d. in the pound.—*Thos. Hanson*, Swansea, Glamorganshire, cabinet maker: 1s. 5d. in the pound.—*Edm. Williams*, Cefuddwynant, Llangyniden, Brecknockshire, haulier: 9d. in the pound.—*Wm. Webster*, Ipswich, master of the sloop Frances: 3s. 4d. in the pound.—*Stephen Popham*, Cleveland-court, St. James's-place, post captain,

R. N.: a further div. of 10½d. in the pound.—*Jas. Brown*, Liverpool, licensed victualler: 8½d. in the pound.—*Robert Martin*, Buttery Paper-mill, near Durham, assistant to a paper manufacturer: 5½d. in the pound.—*John Cheverton*, Norwich, hackney coachman: 1s. 0½d. in the pound.

*Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of 10 and 1.*

E. Basely, Beaufort-terrace, King's-road, Chelsea, grocer, Anderson's, Duke-st., Chelsea: 3s. 1d. in the pound.

FRIDAY, OCTOBER 21.

### DECLARATION OF INSOLVENCY.

JOHN BREAKENRIDGE and JAMES REID, Liverpool, tailors and drapers.

### BANKRUPTS.

WILLIAM STARIE, Cutler-st., Houndsditch, carpenter and builder, Oct. 27 at 12, and Dec. 2 at 1, Court of Bankruptcy: Off. Ass. Pennell; Sol. Ruck, 14, Mincing-lane.—Fiat dated Oct. 19.

MARCUS HARRIS and SOLOMON ABRAHAM HART, Callum-st., Fenchurch-st., merchants, Oct. 29 at 1, and Dec. 2 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sol. Reynolds, 1, Adam-st., Adelphi.—Fiat dated Aug. 16.

DAVID BRANDON, Beech-st., Barbican, and Newbury, Berkshire, shoe manufacturer, Oct. 29 at 2, and Dec. 2 at 11, Court of Bankruptcy: Off. ass. Johnson; Sol. Hall, 28, Moorgate-st.—Fiat dated Oct. 17.

CHARLES O'NEIL, Newman-st., Oxford-st., picture dealer, ROBERT SALKELD, Fontnell Magna, clerk, and GEORGE SOMERVILLE DIGBY, Bishop's Caudle, Dorsetshire, esquire, ship owners and ironfounders, Nov. 1 at 1, and Dec. 2 at 11, Court of Bankruptcy: Off. Ass. Gibson; Sols. Tilson & Co., 29, Coleman-st.—Fiat dated March 24.

STEPHEN SIMSON, Shirley, Hampshire, market gardener, Nov. 2 at 4, and Dec. 2 at 12, Royal Hotel, Southampton: Sols. Clement & Newman, Southampton; Pocock & Wilkin, 59, Bartholomew-close.—Fiat dated Oct. 17.

WILLIAM ROWORTH, Wellingborough, Northamptonshire, confectioner and grocer, Nov. 7 and Dec. 2 at 1, George Hotel, Northampton: Sols. Murphy, Wellingborough; Church, 9, Bedford-row.—Fiat dated Oct. 17.

JOHN COOPER, Liverpool, provision dealer, Oct. 31 and Dec. 2 at 1, Clarendon-rooms, Liverpool: Sols. Littledale & Bardswell, Liverpool; Vincent & Sherwood, Temple.—Fiat dated Sept. 21.

HENRY BARTON, jun., Liverpool, merchant and shipowner, Oct. 31 and Dec. 2 at 11, Clarendon-rooms, Liverpool: Sols. Fletcher & Hull, Liverpool; Cotterill, 32, Throgmorton-st.—Fiat dated Oct. 14.

WILLIAM EAST, Spalding, Lincolnshire, builder, Nov. 10 and Dec. 2 at 3, White Hart Inn, Spalding: Sols. Carter & Son, Spalding; Willis & Co., Tokenhouse-yard, Lothbury.—Fiat dated Oct. 10.

### MEETINGS.

J. R. Hayward and W. C. Fletcher, Manchester, wholesale booksellers, Nov. 3 at 5, Commissioners'-rooms, Manchester, ch. ass.—*Edward Weatherby*, Newmarket, Cambridge-shire, J. H. Ford, Bodlondet, Carnarvonshire, W. L. Hilton, Holywell, Flintshire, Rich. Addison, Preston, and R. Gibson, Bolton-le-Sands, Lancashire, cotton spinners, Nov. 4 at 10, Commissioners'-rooms, Manchester, ch. ass.—*Wm. Drinkwater*, Salford, Lancashire, woollen cord manufacturer, Nov. 11 at 10, Commissioners'-rooms, Manchester, ch. ass.—*John Miller*, Bristol, nurseryman, Nov. 2 at 11, Commercial-rooms, Bristol, ch. ass.—*Robert Lyon*, High Holborn, cabinet maker, Nov. 8 at half-past 11, Court of Bankruptcy, last ex.—*Henry Hilton*, Over Darwen, Lancashire, bleacher, Nov. 10 at 12, Commissioners'-rooms, Bolton-le-Moors, last ex.—*Chas. Holloway*, Stockbridge, Hampshire, victualler, Nov. 3 at 12, George Inn, Winchester, last ex.—*Thos. Woodman*, Great Billington, Leighton Buzzard, Bedfordshire, farmer, Nov. 11 at 11, Court of Bankruptcy, aud. ac. and div.—*C. Robinson*, High Holborn, tailor, Nov. 11 at half-past 12, Court of Bankruptcy, aud. ac. and div.—*J. Holland*, Chipping Wycombe, Buckinghamshire, cordwainer, leather dealer, and Nov. 11 at half-past 11, Court of Bankruptcy, aud. ac.—*Ormond Johnson*, Malden, and Great Braxted, Essex, corn dealer, Nov. 11 at half-past 11, Court of Bankruptcy, aud.

ac.—*John Steggall*, Guildford-st., bookseller, Nov. 11 at half-past 11, Court of Bankruptcy, aud. ac.—*John Mills*, Manor-street, Clapham, Surrey, ship owner, Oct. 31 at 1, Court of Bankruptcy, aud. ac.; at half-past 1, div.—*J. Metcalfe* and *T. Metcalfe*, Cambridge, upholsterers, Nov. 14 at 11, Court of Bankruptcy, aud. ac. and div.—*E. Gowen* and *A. Shanks*, Nov. 11 at 10, Bankrupt Commission-room, Newcastle-upon-Tyne pr. d. and aud. ac.—*J. Leicester*, Manchester, printer, Nov. 11 at 12, Commissioners'-rooms, Manchester, aud. ac.—*L. Rostron*, Salford, Lancaster, and *J. Rostron*, Edenfield, manufacturers, Nov. 11 at 10, Commissioners'-rooms, Manchester, aud. ac.—*Mordecai Binney*, Manchester, corn dealer, Nov. 11 at 2, Commissioners'-rooms, Manchester, aud. ac.; at 3, div.—*T. Garbutt*, Manchester, linen manufacturer, Nov. 11 at 11, Commissioners'-rooms, Manchester, aud. ac.; at 10, div.—*John Frank*, Oswestry, Shropshire, barytes manufacturer, Nov. 29 at 11, Shire-hall, Shrewsbury, aud. ac.—*R. Nuth*, Frome Selwood, Somerset, maltster, Nov. 11 at 11, George Inn, Frome Selwood, aud. ac.—*Wm. Bissix*, Bristol, pipe maker, Nov. 11 at 1, Commercial-rooms, Bristol, aud. ac.; at 2, fin. div.—*T. Webb*, Pillgwenlly, St. Wollo, Monmouth, *Wm. Pritchard* and *Zephaniah Williams*, Machen, coal merchants, Nov. 11 at 1, Westgate Hotel, Newport, aud. ac.—*Thos. Lediard*, Cirencester, Gloucester, scrivener, Nov. 8 at 11, King's Head Inn, Cirencester, aud. ac.—*Robt. Dangerfield*, Bromyard, Hereford, scrivener, Nov. 11 at 12, Bell Inn, Worcester, aud. ac.—*Thos. Garratt* and *Jos. Garratt*, Hulme, Manchester, common carriers, 11th Nov. at 3, Commissioners'-rooms, Manchester, aud. ac.—*John H. Jones*, Manchester, spirit merchant, Nov. 14 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Daniel Britten*, Walthamstow, Essex, packer, Nov. 10 at 12, Royal Hotel, Southampton, aud. ac.—*William Sorby*, Chorlton-upon-Medlock, Lancaster, chemist, Nov. 11 at 11, Commissioners'-rooms, Manchester, aud. ac.—*Wm. B. Winter*, Bristol, builder, Nov. 11 at 2, Commercial-rooms, Bristol, aud. ac.—*Moses New*, Great Malvern, Worcester, innkeeper, Nov. 11 at 12, Crown Inn, Worcester, aud. ac.; at 1, div.—*Stephen Sly*, Bouveris-st., Fleet-st., and Cornwall-road, Lambeth, engraver, Nov. 11 at 11, Court of Bankruptcy, div.—*John A. Cater*, Hertford, brewer, Nov. 11 at 12, Court of Bankruptcy, div.—*J. Barrat*, Great Pulteney-st., Golden-sq., builder, Nov. 11 at half-past 11, Court of Bankruptcy, div.—*J. Goulding*, Basinghall-st., woollen draper, Nov. 12 at half-past 1, Court of Bankruptcy, div.—*George Corbett*, Lewisham, builder, Nov. 12 at 1, Court of Bankruptcy, div.—*F. Alaking*, Langley-street, Long-acre, carrier, Nov. 12 at half-past 12, Court of Bankruptcy, div.—*Sam. Evans*, Road, Somersetshire, clothier, Nov. 11 at 12, George Inn, Frome Selwood, aud. ac.; at 1, div.—*Richard Morris*, Chepstow, Monmouthshire, timber merchant, Nov. 11 at 11, Beaufort Arms Inn, Monmouth, aud. ac. and fin. div.—*Rob. Russell*, Bradford, Yorkshire, provision dealer, Nov. 11 at 1, Commissioners'-rooms, Leeds, div.; at 2, and 3, aud. ac.—*Edwin Turner* and *John Ogden*, Leeds, Yorkshire, brass founders, Nov. 11 at 1, Commissioners'-rooms, Leeds, aud. ac.; at 1, div.—*Wm. Yates*, Old Buffery Works, Worcestershire, ironfounder, Nov. 2 at 3, Waterloo-rooms, Birmingham, aud. ac.; at 4, fin. div.—*John Jones*, Liverpool, cordwainer, Nov. 10 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*J. Chorley*, Liverpool, merchant, Nov. 11 at 3, Clarendon-rooms, Liverpool, aud. ac.; at 4, div.—*Wm. Burton*, Nuneaton and Chilvers Coton, Warwickshire, tanner, Nov. 11 at 11, Newdegate Arms, Nuneaton, aud. ac.; at 12, fin. div.—*A. Thwaites*, Newcastle-upon-Tyne, brewer, Nov. 11 at 11, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.; at 12, fin. div.—*J. Trubshaw*, Stafford, ironfounder, Nov. 11 at 3, Vine Inn, Stafford, aud. ac.; at 4, fin. div.—*W. Davenport*, Ashby-de-la-Zouch, Leicestershire, carpenter, Nov. 11 at 1, King's Head Inn, Loughborough, aud. ac. and fin. div.—*C. Hicks* and *Wm. Hicks*, Christ Church, Southampton, mealmen, Nov. 11 at 12, Dolphin Inn, Southampton, aud. ac.; at 1, first and fin. div.—*R. P. Prat* and *Sam. Prat*, Glastonbury and Wells, Somersetshire, scriveners, Nov. 11 at 11, Somerset Hotel, Wells, aud. ac.; at 1, div.—*Rich. Blackmore* and *J. Craven*, Wakefield, Yorkshire, corn millers, Nov. 11 at 4, Commissioners'-rooms, Leeds, pr. d. and aud. ac.; at 5, fin. div.—*Wm. Howorth*, Swaffham, Norfolk, wine merchant, Nov. 17 at half-past 12, Globe Inn, King's Lynn, aud. ac.; at half-past 1, div.—*Michael Peake*, Handsworth, Staffordshire, merchant, Nov. 11 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, div.—*Walter Vavasour*, Rochdale, Lancashire,



wool merchant, Nov. 11 at 10, Commissioners'-rooms, Manchester, div.; at 11, aud. ac.—*John Gottlob Werninck*, Plymouth, Devonshire, merchant, Nov. 11 at 2, Royal Hotel, Plymouth, aud. ac.; at 3, div.—*John Ford*, Stockport, Cheshire, hat manufacturer, Nov. 11 at 2, Commissioners'-rooms, Manchester, pr. d. and div.—*Benj. Read*, Corn-market, Worcester, wine merchant, Nov. 11 at 2, France's, Worcester, aud. ac. and fin. div.—*Isaac Hooley*, Nottingham, miller, Nov. 11 at 1, George the Fourth Inn, Nottingham, aud. ac.; at 2, div.—*R. Hentig*, Kingston-upon-Hull, merchant, Nov. 11 at 12, George Inn, Kingston-upon-Hull, aud. ac.; at 1, div.—*Thos. Livesey Crompton*, Lancashire, paper maker, Nov. 11 at 12, Commissioners'-rooms, Manchester, pr. d.; at 1, aud. ac. and div.—*Rob. Love*, Preston, Lancashire, silversmith, Nov. 11 at 11, Town-hall, Preston, aud. ac.; at 12, fin. div.—*John Wootton* and *Wm. Wootton*, Birmingham, metal dealers, Nov. 11 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, fin. div.—*Deodatus Carr*, Birmingham, grocer, Nov. 11 at 1, Waterloo-rooms, Birmingham, aud. ac.; at 2, fin. div.—*Abraham Lambley*, Birmingham, hotel keeper, Nov. 11 at 11, Waterloo-rooms, Birmingham, aud. ac.; at 12, fin. div.—*Wm. Thompson*, Monkwearmouth-shore, Durham, shipbuilder, Nov. 11 at 12, Commercial Hotel, Sunderland, aud. ac.; at 1, fin. div.—*Wm. Hildrow*, Darlington, Durham, grocer, Nov. 11 at 11, aud. ac.; at 12, fin. div.—*Thos. Jensen*, Coventry, druggist, Nov. 11 at 12, Craven Arms Hotel, Coventry, aud. ac.; at 1, fin. div.—*Wm. Wade*, Liverpool, grocer, Nov. 11 at 2, Clarendon-rooms, Liverpool, aud. ac.; at 3, div.—*Thos. Lee*, Cockfield, Durham, grocer, Nov. 11 at 12, King's Head Inn, Darlington, aud. ac.; at 1, fin. div.—*B. Davies*, Ashby-de-la-Zouch, Leicestershire, grocer, Nov. 11 at 12, King's Head Inn, Loughborough, aud. ac. and fin. div.—*Jas. Park*, Manchester, iron merchant, Nov. 11 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*Jas. Brooksbank Higgs* and *T. Gay Ransford*, Manchester, hat manufacturers, Nov. 11 at 11, Commissioners'-rooms, Manchester, pr. d.; at 12, aud. ac. and div.—*W. Tinker Tidd*, Liverpool, grocer and provision dealer, Nov. 11 at 1, Clarendon-rooms, Liverpool, aud. ac.; at 2, div.—*Chas. Smithies*, Bradford, Yorkshire, worsted spinner, Nov. 11 at 10, Court-house, Bradford, aud. ac.; at 11, div.—*Wm. Losh* and *John Losh*, Manchester and Carlisle, calico printers, Nov. 11 at 2, Commissioners'-rooms, Manchester, aud. ac.; at 3, div.—*Rob. Hughes*, Liverpool, timber merchant, Nov. 11 at 3, Clarendon-rooms, Liverpool, aud. ac.; at 4, div.—*W. Borrowdale*, Branthwaite, Cumberland, paper manufacturer, Nov. 11 at 11, Black Lion Inn, Whitehaven, aud. ac.; at 12, div.—*Jos. Charlwood*, Birmingham, hop merchant, Nov. 11 at 2, Waterloo-rooms, Birmingham, aud. ac.; at 3, first and fin. div.—*Jas. Harrison*, Birmingham, auctioneer, Nov. 11 at 12, Waterloo-rooms, Birmingham, aud. ac.; at 1, first and fin. div.—*Rob. Heardman*, Manchester, wine merchant, Nov. 11 at 11, Commissioners'-rooms, Manchester, div.—*Eliz. Goven* and *Arthur Shanks*, Morpeth, Northumberland, common brewers, Nov. 11 at 11, Bankrupt Commission-rooms, Newcastle-upon-Tyne, div.—*Jos. Leicester*, Manchester, printer, Nov. 11 at 1, Commissioners'-rooms, Manchester, div.—*Chas. Carr*, Heaton Norris, Stockport, Lancashire, cotton manufacturer, Nov. 11 at 1, Commissioners'-rooms, Manchester, aud. ac.; at 2, div.—*Chas. Bonner*, Spalding, Lincolnshire, scrivener, Nov. 11 at 2, Carter and Sons, Spalding, aud. ac.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Nov. 11.*

*Jonathan Wacey*, Beech-st., Barbican, bookseller.—*Wm. Shand*, jun., Great Winchester-street, merchant.—*Dan. W. Acraman*, *Wm. E. Acraman*, and *Alf. J. Acraman*, Bristol, ship builders.—*Henry Fawcus* and *Robert Fawcus*, Stockton-upon-Tees, Durham, timber merchants.—*H. Capel*, Cooper's-row, Tower-hill, wine merchant.—*Chas. Bindley* and *Francis Copland*, Birmingham, coach makers.—*Wm. Freeman*, Acton-street, Bagnigge-wells-road, builder.—*Rich. Light*, Hanley, Stoke-upon-Trent, Staffordshire, grocer.—*Thos. Hooper*, Hay, Brecknockshire, chemist.—*Thos. Peters*, Cambridge, tailor.—*Rob. Sende*, Nottingham, lace manufacturer.—*John Scott*, Princip-street Works, Birmingham, and Moorgate-st., London, railway-carriage lamp manufacturer.—*Theophilus Bickerton*, Newtown, Montgomeryshire, linen draper.—*Wm. Pearson*, Lamb's-conduit-st., tailor.

#### PARTNERSHIPS DISSOLVED.

*Wm. O. Hare* and *Simon Geo. Little*, Bristol, attorneys at

law.—*J. O. Jones* and *J. B. Williams*, Liverpool, attorneys and solicitors.

#### SCOTCH SEQUESTRATION.

*Andrew Ballantine*, Musselburgh, draper.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Monday, Nov. 14, at 9.*

*Arthur J. Rudge*, St. Martin's-le-Grand, shopman to trimming seller.—*Fred. Buxton*, Stangate-st., Lambeth, musician.—*John Lomas*, Little Saffron-hill, St. Andrew's, Holborn, turner.—*James Stephenson*, Red Lion-passage, Hoxton Old Town, carpenter.—*Jas. Hill*, Down-terrace, Hackney, livery-stable keeper.—*Jas. Chas. Simpson*, Providence-pl., Willow-walk, Bermondsey, commercial clerk.—*John Ken. Straker*, Queen-street, Percival-street, Clerkenwell, compositor.—*John Ramsden*, Melina-pl., Westminster-road, Southwark, no business.—*Geo. Pomroy Rowland*, Bath-terrace, New-road, St. George's in the East, out of business.—*John Howard*, Stratford, Essex, commission agent.—*Martin Hawkins*, Rosemary-lane, Whitechapel, licensed victualler.—*Keziah Reb. Hinder*, Harlington-st., York-road, Lambeth, nurse.

*Nov. 15, at the same hour and place.*

*Edw. Coney*, Lewisham, Kent, assistant to proprietor of beer shop.—*Frances M. Burn*, Dufours-place, Broad-street, Golden-sq., dress maker.—*Eliz. Law*, Aylesbury-st., Clerkenwell, out of business.—*Wm. Woods*, Charles-street, Blackfriars-road, Surrey, out of business.—*Wm. Benj. J. Marsh*, King-st., Soho, engineer.—*Frederick Darbey*, Little May's-buildings, St. Martin's-lane, tobaccoist.—*Mulman Wm. S. Shaw*, Wandsworth, Surrey, coal merchant.—*Benj. Wigglesworth*, sen., South-place, Upper Grange-road, Bermondsey, leather dresser.—*Moses Grubb*, Swan-st., Dover-rd., Borough, Surrey, corn dealer.—*Edm. Gapp*, Little Trinity-lane, London, victualler.—*Wm. Peirson*, Weston-st., Somers'-town, tailor.—*Wm. Harbous*, Ball-alley, Lombard-st., cork cutter.

#### Court-house, LIVERPOOL, Nov. 11 at 10.

*John Hurst Harrowsmith*, Liverpool, book-keeper.—*John Dougherty*, Liverpool, butcher.—*William Shaw*, Liverpool, painter.—*Wm. Beetham Fothergill*, Seacombe, Cheshire, lodging-house keeper.—*Geo. Entwistle*, Liverpool, commission agent.—*Wm. Thompson*, Liverpool, boarding-house keeper.—*Harriett Newell*, Liverpool, in no business.—*Lambert Phil*, West Derby, near Liverpool, law writer.—*Henry Olveray*, Liverpool, warehouseman.—*Thos. Carter*, Liverpool, bill poster.—*Rob. Cliffe*, Liverpool, commission agent.—*Geo. Broadbent*, Liverpool, stone mason.—*John Simpson*, Kirkdale, Liverpool, labourer.—*Rob. Edw. Edwards*, Liverpool, eating-house keeper.—*Hen. Adolphus Schlesinger*, Liverpool, manager of victualler.—*Jas. M'Coy*, Liverpool, shoe maker.—*Peter Fisher*, Liverpool, in no business.—*Philip Hagan*, Liverpool, dealer in cigars.—*Jos. Little*, Liverpool, warehouseman.—*John Carlos*, Liverpool, watch gilder.—*Chas. Wilkinson*, Liverpool, joiner.—*Nathaniel Crewe*, Liverpool, labourer.—*Thos. Givin*, Windsor, mariner.—*Jas. Stewart*, Liverpool, painter.—*Hannah M'Guffie*, Liverpool, farrier.—*M. Thompson*, Liverpool, butcher.—*Bryan Henry Burrows*, Liverpool, labourer.—*Henry King*, Liverpool, victualler.—*John Stuart*, Liverpool, tailor.—*John Taylor*, Liverpool, hair dresser.—*T. M'Kenna*, Liverpool, dealer in provisions.—*Edm. Munn*, Liverpool, out of business.—*J. L. Woollorell*, Liverpool, hair dresser.—*Rich. Ford*, Liverpool, assistant to a ginger-beer manufacturer.—*Owen Doran*, Liverpool, labourer.—*Richard White*, Liverpool, mariner.—*George Evans*, Liverpool, publican.—*John Leather*, Liverpool, architect.—*B. O'Neill*, Liverpool, carter.—*Owen Davies*, Liverpool, joiner.—*James Rain*, Liverpool, broker.—*George Leaf*, Tottel-park, master lumper.

#### Court-house, GLOUCESTER, (County), Nov. 14 at 10.

*Richard Heague*, Gloucester, plumber.—*Henry J. Clarke*, Ravenhill, Eastleach, out of business.—*Geo. Neale*, Chalfeld, near Wootton-under-Edge, innkeeper.—*W. Vaile*, Ervington, stone mason.—*Geo. Hawker*, jun., Wall-bridge, out of business.—*Wm. Hammerton*, Tewkesbury, beer-house keeper.—*Joseph Phelps*, Cheltenham, butcher.—*John Berry*, Stroud, cheese factor.—*Wm. Mason*, jun., Coaley, contractor's time-keeper on the Gloucester and Bristol Railroad.—*John Miles*, Purton, Wiltshire, out of business.—*Richard Aston*, Ellwood, near Coleford, collier.—*Sam. Smith*, Landsdown, Cheltenham, land surveyor.—*W. Riley*, Broad Campden, baker.

Wm. Payne, North Nibley, tailor.—J. Croves, Cheltenham, out of business.—*Jeremiah Taylor*, Cheltenham, bricklayer.—*Nah. Purchas*, Siddenham, out of business.—*Elisha King*, Thrupp, near Stroud, weaver.—*J. Hoare*, Drybrook, quarryman.—*Joseph Smith*, Pope's-hill, dealing in sheep.—*Philip Hawker*, Restleach, out of business.—*Edward Warr*, Cheltenham, tailor.—*Thos. H. Phillips*, Plump-hill, plumber.—*Wm. Collins*, Bourton, baker.—*Geo. Waksfield*, sen., Uley, stone-mason.—*Thomas Wall*, Stroud, builder.—*Wm. Blawick*, Tewkesbury, assistant to an ironmonger.

**Court-house, HORSHAM, (Sussex), Nov. 11 at 10.**

*Sake Deen Mahomed*, Brighton, Shampping and Indian Medicated Bath keeper.—*Maria Cooper*, widow, Brighton, following no trade.—*James Ide*, Portfield, near Chichester, Sussex, labourer.—*Thos. Cole*, Southwick, near Shoreham, victualler.—*Edw. Hampton Noy*, Lower Lawing, near Shoreham, out of business.—*David Dunk*, Brighton, farmer.—*C. Altmacker*, Brighton, perfumer.—*Geo. Relf*, Lewes, out of business.—*John Ockenden*, Washington, near Shoreham, carpenter.—*Thos. Waller*, Chichester, dealer in china.—*Walter Butler*, Midhurst, huckster.—*Martin Miles*, Worthing, plasterer.—*John Burtenshall*, Littlehampton, mariner.—*James Woodgate*, Lindfield, labourer.—*George Bridger*, Southgate, ship agent.—*Francisco Huerta*, Brighton, guitarist.—*James Ball*, Hastings, wheelwright.—*A. E. Mills*, Ois, out of business.—*Fred. Russell*, Chichester, carpenter.

*Adjourned.*

*John Dunford*, Brighton, solicitor.

**Court-house, MONMOUTH, (County), Nov. 12 at 10.**

*J. Jones*, Llanvrecan Laver, publican.

*Original.*

*Geo. Wilks*, Abersyschan, shoemaker.—*John Wood*, Cinder-hill, near Monnow, druggist.—*Benj. Thomas*, Ramney Iron Works, miner.—*Philip Jenkins*, jun., Trelleck, timber dealer.—*Ann Prosser*, Tredegar Iron Works, Bedwelty, dress maker.

**Court-house, LINCOLN, (County), Nov. 14 at 10.**

*William Thompson*, Stamford, cork cutter.—*John Langley*, Stamford, wheelwright.—*Wm. Mountain*, Pointon Fen, out of business.—*Moses Dixon*, Boston, cabinet maker.—*Thomas Green*, Sleaford, out of business.—*R. Morris*, Tydd St. Mary's, near Long Sutton, surgeon.—*Sarah Chalmers*, Boston, widow, out of business.

**Court-house, LINCOLN, (City), Nov. 14 at 10.**

*Eliz. Seely*, Lincoln, out of business.—*Wm. Walker*, Lincoln, out of business.

**INSOLVENT DEBTOR'S DIVIDEND.**

*John Haydon*, Greenhouse-lane, near Painswick, Gloucestershire, farmer, Harvey's, Gloucester: 10s. 4d. in the pound.

**MARTING.**

*Wm. Dennison*, Beetham, near Milnthorpe, Westmoreland, farmer, Nov. 8, Baldwin's, Lancaster, sp. aff.

**NEW BANKRUPTCY COMMISSIONERS.**—Since the recent publication of the correct list in the columns of the Times, there has been much speculation in legal circles as to the location of the new Commissioners of Bankruptcy. Considerable difficulty has been experienced in meeting the wishes of all the gentlemen appointed as to their ultimate destination. The following, however, are the arrangements finally determined on:—

*Birmingham* . . . Mr. Balguy, Queen's Counsel, and Mr. Daniell.  
*Liverpool* . . . Mr. Skirrow, Queen's Counsel, and Mr. Charles Phillips.

*Manchester* . . . Mr. Serjeant Ladow, and Mr. Jemmett.

*Leeds* . . . . . Mr. M. J. West and Mr. Montagu Bore.

*Bristol* . . . . . Mr. Serjeant Stephen and Mr. Stevenson.

*Exeter* . . . . . Mr. Serjeant Goulburn.

*Newcastle* . . . Mr. Ellison.

*The Times, Oct. 21.*

**CHANCERY REFORMS.**—It is understood that the Lord Chancellor and the other judges of the Court of Chancery, have had it in contemplation for some time past, in addition to the extensive alterations which will come into operation on the 28th instant, to remodel many of the subordinate branches of their respective courts, with a view of placing them on such a footing as cannot fail to insure their practical utility. The functions of the

six clerks and sworn clerks, or in common language the clerks in court, will cease on the day in question, and their successors are to be officers designated clerks of the records, and taxing masters, who will perform the duties at, it is said, one-third of the cost at present charged to the suitors. Amongst the departments expected to be improved, are the Accountant-General's and Registrar's Offices. These offices are to be kept open from 10 till 4 o'clock, instead of from 11 till 2, as at present, and which has been a source of complaint in the profession. The mode now adopted of taking the depositions of witnesses, which is open to serious objections, will be thoroughly investigated. The Masters' Offices and the Affidavit Offices are likewise to undergo very considerable alteration, in order to curtail the charges and to facilitate the operations of the practitioners.—*The Times, Oct. 20.*

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# The Jurist

No. 303.

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LONDON, OCTOBER 29, 1842.

It is said, that, among the subjects to which the attention of the authorities will be directed in carrying out reforms in the practice of the Court of Chancery, one is the existing mode of taking the depositions of witnesses. We trust that this is a true rumour, for undoubtedly the machinery for examining witnesses in Chancery is in a state most unsatisfactory as an engine for the discovery of truth; and although the direction and details of the requisite alterations may call for much consideration, it is incontestable that material alteration, both in principle and detail, is necessary. The mode of examining witnesses in Chancery is indeed, from the first to the last stages, the most singular that can be well imagined.

In the first instance, after the bill and answer have been put on the file, and it becomes necessary for either the plaintiff or defendant to prove his case, the course, as it is well known to our readers learned in equity proceedings, is to instruct counsel to prepare interrogatories to examine witnesses for the purpose of proving the material allegations contained in the pleadings. If any one were asked how this was done, he would probably imagine, keeping in view that the object is to extract from the witnesses all the knowledge possessed by them tending to establish the truth of a certain set of facts, that counsel would be informed who and what the witnesses are, and would be put in possession of the peculiar information supposed to be possessed by each witness intended to be examined. But this would be a course far too definite, and if we may so term it, too unideal for Chancery; and counsel, as we know, are not in general instructed as to any such special information, with reference to any particular witness, as would enable him so to shape his interrogatory as to extract from that witness matter tending to establish some collateral fact, which might be of great importance. He

is, on the contrary, in general simply instructed to advise what facts must be proved, and to frame interrogatories which shall meet those facts. His interrogatories are therefore not addressed, as at law, to the mind of the witness, as well as to the facts, but merely to certain facts supposed to be in the knowledge of some unseen, and to him, imaginary witnesses. The difference of result between these two processes of examination must be obvious. The examining counsel is by the former plan frequently enabled to extract from a witness in the course of examination many facts, the existence of which is only suggested to the examiner by the unforeseen answers of the witnesses; and thus to form perhaps an entire chain of evidence, where he originally only expected to procure a few links. In the latter, or Chancery mode of proceeding, the counsel is in the dark, and there he may remain, save in so far as his imagination may suggest to him acute and far-sighted inquiries, calculated to draw forth matters not directly suggested by the pleadings.

Thus the Chancery examination begins with a grievous defect. The next item of defect is, in truth, but an emanation from this original one, viz. the confining the examination of each witness to some particular interrogatory or interrogatories. Undoubtedly, there can be no necessity in Equity, any more than at Common Law, to put to every witness a whole set of interrogatories, intended to embrace all the material facts in a case. But, inasmuch as the different facts of a case are often very singularly connected by almost imperceptible affinities, it must frequently happen that a witness, who knows, or professes to know prominently only certain facts, to which the particular interrogatories intended for him are addressed, does also, as connected with those, know certain others, which being referred to only by interrogatories never exhibited to him, are in no way called to his recollection. Now, at law, this extra knowledge of the witness must almost inevi-

tably be brought out, in the course of that discursive examination which the sagacity of counsel will found upon the unanticipated matter thrown out by the witness; whereas in Equity, what the counsel has not foreseen, there is no one to supply; the examiner being bound by the record, and unable to take a deposition unless it is strictly called for by the interrogatory. It is manifest, that in many cases the real nature and extent of the evidence which a witness can give, may be mistaken by the person giving instruction for the pleadings; and that, while the witness may be unable to prove the particular circumstances alleged in the pleadings, and to which he is interrogated, he may be able to prove some very similar and important facts, as to which, no inquiry being strictly made by the interrogatories, he cannot be examined. It is true, that, as it is expressed by Mr. Gresley, in his useful Treatise on Evidence in Equity, a remedy is supplied to some of these defects, by allowing, under special circumstances, a re-examination, or sometimes even a cross-examination after publication; but it is clear that such a remedy is very inadequate, amounting to very little more than this, that, after a party has, at great expense, been permitted to find out that the witnesses cannot prove what he had been led to suppose they could prove, he may, under very special circumstances, make a further attempt, which may be equally futile, to find out what they can prove.

Next comes the double secrecy; the secrecy with which the deposition is taken by the examiner; and the secrecy which is preserved as between the parties. The result of the former is of course to deprive the examiner of much valuable assistance; to throw him on his own resources; to withhold all chance of correction being applied to any misconception on his part, or on that of the examinant; in fact, to reject, as if in contempt of the universal experience of mankind, the benefit which arises from the frequently greater clairvoyance of lookers-on, than of those engaged in any special occupation. How frequently do we not see in courts of law that the answer of a witness is understood by the examining counsel, and perhaps by the jury, in a different sense to that which he means really to convey, and that his real meaning is suspected and drawn forth by some further question put by the Court or by either Counsel! That this sort of misconceptions takes place, at least as largely, in taking depositions in answer to written and very technically worded interrogatories, cannot be doubted; but there is in general no way of removing them, or even of ascertaining whether they have existed or not. The opinion of Mr. Plumer, stated on this point to the Chancery Commission, is very striking: "The secrecy of the examination," says that gentleman, "appears, to say the least of it, of very doubtful policy. It throws an extremely heavy responsibility on the examiner. If a witness has omitted to mention, or the examiner to take down, a material statement, or if the witness has misconceived the question or the examiner the answer, the defect is but rarely discovered till it is too late to supply or correct it. Sometimes the case is overloaded with evidence, and much unimportant matter taken down, from the party's not knowing what has been proved as the examination proceeds; in other instances the case is defectively

proved, through the unexpected failure of a witness, whose testimony, had such failure been known in time, might have been corroborated or supplied."

Lastly, we will notice the secrecy observed as between the parties. As each party examines his witnesses secretly, and as no publication of any part of the evidence is allowed till after the whole is concluded, it follows of course, that if one party wishes to cross-examine the witness of the other, he must do so without having the shadow of an idea of what is the nature of the evidence in chief. In general, the only use of a cross-examination is to rebut the evidence in chief, and this can well be done in the mode of taking evidence at law, where one party having heard what the witness has stated in his examination in chief, may put such questions as are adapted for the express purpose of eliciting answers contradicting or modifying such evidence in chief. But in Equity a cross-examination is in fact nothing but another examination in chief, which may or may not touch upon the matters elicited in the original examination in chief. And the result is in practice, as it is well known, that cross-examination is in general considered as mere waste of time and paper, and may be said to have in Equity proceedings no real existence.

The principal source of all these defects seems to be traceable to the plan of taking all evidence in writing, a plan which, whatever may be its apparent fitness by analogy to the general scheme of Equity procedure, does not appear to be necessarily required by the principles of that procedure; because the reasons which may exist for the necessity of the plaintiff and defendant shaping their charge and defence respectively in writing, have no necessary application to the case of an ordinary witness. A defendant in Equity is called upon to bare his conscience to the searching inquiry of the plaintiff. It is fitting therefore and necessary that the defendant should have before him the allegations of the plaintiff, in such form as will enable him coolly and deliberately to consider and weigh them; and it is equally fit and necessary that he should have the like opportunity of considering and weighing in what precise form and words he shall set forth his defence. The whole scheme and aim indeed of the written pleadings and their rules, is that the plaintiff shall not suddenly entrap the defendant; and that the defendant shall not, on the other hand, elude the plaintiff; and this double object can only be attained by using written pleadings. But to the case of witnesses these reasons do not apply; the witness in Equity is no more than the witness at Law; his conscience is not more ransacked in the one case than the other; he is simply called on to bear testimony to facts, in the result of which he has no interest; and as to the mode therefore of giving his testimony, he requires neither more nor less care; neither more nor less protection, than the witness in an action at Law.

These views have, we believe, become of late much entertained in the profession. We apprehend therefore that the principle of reform in the mode of taking evidence in Equity, will consist in the introduction of viva voce evidence, and publicity in the examination; in fact, in assimilating, as far as the genius of Equity procedure will allow, the mode of examination in Chancery to that pursued in actions at Law.

**Regule Generales.****ORDER OF COURT OF CHANCERY.**

26TH OCTOBER, 1842.

The Right Honourable JOHN SINGLETON LORD LYNCHURST, Lord High Chancellor of Great Britain, by and with the advice and assistance of The Right Honourable HENRY LORD LANGDALE, Master of the Rolls, the Right Honourable SIR LANCELOT SHADWELL, Vice Chancellor of England, and the Right Honourable the Vice Chancellor SIR JAMES WIGRAM, doth hereby, in pursuance of an Act of Parliament passed in the fifth and sixth years of the reign of her present Majesty, intitled, "An Act for Abolishing certain Offices in the High Court of Chancery in England;" and in pursuance and execution of all other powers, enabling him in that behalf, order and direct in manner following: that is to say,

*Clerk of the Inrolments in Chancery.*

I. That all acknowledgments, affidavits, or affirmations required for the purpose of inrolling any deed or other document in Chancery may be made, sworn, or affirmed, before the Clerk of Inrolments in Chancery, or before any Clerk of Records and Writs, as occasion may require for the better despatch of business.

II. That the Clerk of Inrolments in Chancery shall take and receive all such fees and sums of money as have heretofore been lawfully received by the Clerks of Inrolments and their deputies, or by the Six Clerks, or any of them, as Comptrollers of the Hanaper, or as Riding Clerk, and shall pay all such fees and sums of money into the Bank of England, in the name of the Accountant-General, to be placed to the credit of the account, intitled, "The Sutors' Fee Fund Account."

*Clerks of Records and Writs.*

III. That the Clerks of Records and Writs shall perform all such duties as have heretofore been performed by the Six Clerks, Sworn Clerks, or Waiting Clerks, as officers of the court, in relation to the several matters hereinafter mentioned; that is to say,

The filing, custody, copying, and amending of all informations, bills, demurrers, pleas, answers, and other pleadings and records.

The entering of appearances, rules, consents, notes and memorandums of service.

The certifying of appearances and proceedings.

The custody of exhibits deposited for inspecting and copying.

The attendance with records and exhibits on the Judges of the Courts, on the Masters in Ordinary, and at assizes or elsewhere.

The inrolment of decrees and orders.

And all other duties heretofore performed by the Six Clerks, Sworn Clerks, or Waiting Clerks, as officers of the court in relation to suits and matters in equity, and not as attorneys, solicitors or agents of the parties in suits or matters in equity.

IV. That the clerks of records and writs shall forthwith provide a seal in such form and bearing such impression as the Lord Chancellor shall approve of, and that any person desirous of suing out any writ which has heretofore been issued out of the Six Clerks' Office, may prepare the same in the present form, or in such other form as the Lord Chancellor may hereafter direct, and may present such writ for sealing to the Clerk of Records and Writs in whose division the cause is, and such writs shall henceforth be open writs, and it shall no longer be necessary for the Lord Chancellor to sign any such writ, and that the Clerk of Records and Writs to whom any such writ shall be presented for sealing, shall thereupon ascertain whether such writ is correct in form, and whether the person presenting the same is, according to the course and practice of the court, en-

titled to sue out the same, and in case it shall appear that such writ is correct in form, and that the person is entitled to sue out the same, such writ shall be forthwith sealed with such seal as aforesaid, and shall, when so sealed, have the same force and validity as such writ now has when sealed with the Great Seal.

V. That all exceptions for scandal, impertinence, and insufficiency shall be filed with the Clerk of Records and Writs in whose division the cause may be.

VI. That in cases where security for costs has heretofore been directed to be given to a Six Clerk, such security shall be directed to be given to the Clerk of Records and Writs in whose division the cause is.

VII. That pleas, answers, affidavits or affirmations, whereon to ground process of contempt, affidavit or affirmations, required to be annexed to bills, and oaths or affirmations as to the carriage of pleas, answers, examinations or depositions of witnesses, taken before commissioners in the country, may be sworn, affirmed or attested upon honour, before any Clerk of Records and Writs, or before the Clerk of Inrolment in Chancery, as occasion may require, for the better despatch of business.

VIII. That any Clerk of Records and Writs, being required to attend with any record or document at any assizes, or at any court or place out of the Court of Chancery, or the offices thereof, shall be entitled to require that the solicitor, or party desiring such his attendance, shall deposit with him a sufficient sum of money to answer his just fees, charges and expenses in respect of such attendance, and to undertake to pay any further just fees, charges and expenses which may not be fully answered by such deposit.

*Taxing Masters.*

IX. That the Taxing Masters shall perform all such duties as have heretofore been referred to or performed by the Masters in Ordinary in relation to the taxation of costs; and shall in respect thereof have all such powers and authorities as are now vested in the Masters in Ordinary,

To administer oaths,

To examine witnesses and parties,

To order the production and inspection of books, papers, and documents,

To proceed de die in diem,

To make separate reports and certificates,

To require that any party be represented by a separate solicitor,

And to direct and adopt all such other proceedings as may now be directed and adopted by the Master in Ordinary, on references for the taxation of costs and taking accounts of what is due in respect of such costs and such other accounts connected therewith, as may be directed by the court.

X. That all references for the taxation of costs shall be made to the Taxing Master in rotation; or if there has been any former taxation of costs in the same cause or matter, then to the Taxing Master before whom such former taxation has taken place, either on a reference from the court, or upon the request of a Master in Ordinary.

XI. That all bills of costs, which by any existing Order have been referred for taxation to any Master in Ordinary, who shall not have certified the costs due thereon, before the 28th October instant, are hereby transferred to the Taxing Masters, and shall respectively be taxed by the Taxing Master in rotation; and that if any bills of costs have been proceeded with before the said 28th October instant, the Taxing Master, by whom the same shall be taxed, shall be at liberty to adopt the whole or such part as he shall think fit, of the proceedings which have taken place before the transfer, and may demand and receive for completing such taxation



such fees as would have been payable in respect thereof in case such taxation had been continued and completed by the Master in Ordinary, including therein the fees which in such case would have been payable to the clerks in court, for the completion of such taxation, or as near thereto as the circumstances of the case will admit.

XII. That in cases where the account of any trustee, executor, administrator, receiver, consignee, or committee, shall consist in part of any bill of costs; and in cases of any proceedings under the 22nd or 23rd of the Orders of the 21st December, 1833, or under the 47th of the Orders of the 26th August, 1841, as amended by the 6th of the Orders of the 11th April, 1842, and in all other cases where, under any General Order, the Master in Ordinary is at liberty to tax the costs of any proceeding before him in respect of any exceptions, or any creditor's charge or otherwise, the Master in Ordinary to whom it may be referred to take such account, or before whom any such proceeding may take place, shall be at liberty to request the Taxing Master in rotation, or the Taxing Master to whom any taxation in the same cause or matter may have been previously referred, to assist him in taxing and settling such bill of costs not being the ordinary costs, on passing such account; and that the Taxing Master, on receiving such request, shall proceed to tax such bill, and shall have the same powers and may receive the same fees in respect thereof as if the same had been referred to him by the court, and shall return the same, with his opinion thereon, to the Master in Ordinary at whose request the same was taxed.

XIII. That if, upon the taxation of any bill of costs, it shall appear to the Taxing Master that for the purpose of duly taxing the same it is necessary to inspect any books, papers, or proceedings relating to the cause or matter which shall be in the office of any Master in Ordinary, the Taxing Master shall be at liberty to request the Master in Ordinary, having any such book, paper, or proceeding in his office, to cause the same to be transmitted to the office of the Taxing Master; and also to request any Master in Ordinary to certify any proceedings in his office, which may be comprised in a bill of costs under taxation; and that in such cases the Master in Ordinary, when, and so soon, and at and for such times as the due transaction of the business in his own office will permit, shall direct such books, papers, and documents to be transmitted to the office of the Taxing Master, for his use during the taxation, and shall certify the proceedings which have taken place in his office, according to the request of the Taxing Master; and that after the costs in respect of which such request of the Taxing Master was made shall have been certified, the Taxing Master shall cause the same books, papers, and documents which have been so transmitted to his office, if then remaining there, to be returned to the office of the Master in Ordinary by whom they were transmitted, unless it shall appear to the Master in Ordinary, and also to the Taxing Master, that any bill of costs forming part of the papers so transmitted ought to be retained by the Taxing Master, in which case the Taxing Master shall take charge of such bill of costs subject to the order of the court.

XIV. That when any paper or document shall be transmitted from the office of a Master in Ordinary to the office of a Taxing Master, an entry of such transmission shall be made in the book of proceedings of the Master in Ordinary, and shall be signed by the Taxing Master or the clerk of the Taxing Master at whose request such paper or document may be transmitted; and that when any such paper or document shall be returned from the office of the Taxing Master to the office of the Master in Ordinary, an entry of such return shall be made in the said book of proceedings, and be signed by the Master in Ordinary or his clerk.

XV. That the Taxing Masters are to be respectively assistant to each other; and that in the discharge of their duties, and for the better despatch of the business of their respective offices, any Taxing Master may tax or assist in the taxation of a bill of costs which has been referred for taxation, and for ascertaining what is due in respect of such costs to any other Taxing Master, and in such case shall certify accordingly.

*Solicitors. Parties acting in Person.*

XVI. That the solicitors of this court in all cases where the parties sue or defend by solicitors, and the parties themselves in all cases where they sue or defend in person, shall perform all such duties as have heretofore been performed by the sworn clerks and waiting clerks, as, attorneys, solicitors, or agents of the parties in relation to the several matters hereinafter mentioned, viz.

The making out of writs.

The serving and being served with writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications, in causes and matters depending in court.

The signing of elections and agreements to proceed at law or in equity.

The signing of petitions of re-hearing and appeal.

The entering of appearances and consents with the registrar.

The signing of consents to petitions.

The tender and acceptance of costs.

The joining in commission and striking of commissioners' names.

The signing of notices by paupers.

And all other duties heretofore performed by the sworn clerks, and waiting clerks, as attorneys, solicitors, or agents of the parties in suits or matters in equity.

XVII. That every solicitor of a party suing or defending by a solicitor shall cause to be indorsed or written upon every writ which he shall sue out, and upon every information, bill, demurrer, plea, answer, or other pleading or proceeding, and all exceptions, which he may leave with the clerks of records and writs to be filed, and upon all instructions which he may give to the clerks of records and writs for any appearance or other purpose, his name, and place of business, and also (if his place of business shall be more than three miles from the Record and Writ Clerk's Office) another proper place, (to be called his address for service), which shall not be more than three miles from the said office, where writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications, may be left for him, and where any such solicitor shall only be the agent of any other solicitor, he shall add to his own name or firm and place of business the name or firm and place of business of the principal solicitor.

XVIII. That a party suing or defending by a solicitor shall not be at liberty to change his solicitor in any cause or matter without an order of the court for that purpose, which may be obtained by motion or petition, as of course; and that, until such order is obtained and served, and notice thereof given to the Clerk of Records and Writs, the former solicitor shall be considered the solicitor of the party.

XIX. That where the party sues or defends by a solicitor, and no address for service of such solicitor shall have been indorsed or added pursuant to the directions of the 17th Order, all writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications, not requiring personal service upon the party to be affected thereby, and which have heretofore been served upon the sworn clerks or waiting clerks, shall, unless the court shall otherwise direct, be deemed sufficiently served upon the party, if served upon his solicitor at his place of business; but if an address for service of such solicitor shall have been

indorsed or added as aforesaid, then all such writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications, shall be deemed sufficiently served upon such party, if left for his solicitor at such address for service.

XX. That every party suing or defending in person shall cause to be indorsed or written upon every writ which he shall sue out, and upon every information, bill, demurrer, plea, answer, or other pleading or proceeding, and all exceptions which he may leave with the Clerks of Records and Writs to be filed, and upon all instructions which he may give to the Clerks of Records and Writs for any appearance or other purpose, his name and place of residence, and also (if his place of residence shall be more than three miles from the Record and Writ Clerks' Office) another proper place, (to be called his address for service), which shall not be more than three miles from the said office, where writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications, may be left for him.

XXI. That where the party sues or defends in person, and no address for service of such party shall have been indorsed or written pursuant to the directions of the 20th Order, and in cases where any party has ceased to have a solicitor, all writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications not requiring personal service upon the party to be affected thereby, and which have heretofore been served upon the sworn clerks, or waiting clerks, shall, unless the court shall otherwise direct, be deemed to be sufficiently served upon the party if served upon him personally, or at his place of residence; but if an address for service of such party shall have been indorsed or added as aforesaid, then all such writs, notices, orders, warrants, rules, and other documents, proceedings, and written communications, shall be deemed sufficiently served upon such party if left for him at such address for service.

XXII. That all writs, notices, orders, warrants, rules, and other documents, proceedings and other written communications, not requiring personal service upon the party to be affected thereby, and which have heretofore been served on the clerks in court or waiting clerks, shall be served before eight o'clock in the evening of the day on which the same shall be served, or otherwise the same shall be deemed to have been served on the next following day excluding Sundays.

XXIII. That when any solicitor or party shall cause an appearance to be entered, or an answer, demurrer, plea, or replication, to be filed, he shall on the same day give notice thereof to the solicitor of the adverse party or to the adverse party himself if he acts in person.

XXIV. That when any exceptions for scandal, impertinence, or insufficiency shall be taken, the solicitor of the party taking the same, or the party himself if he acts in person, shall leave such exceptions at the Record and Writ Clerks' Office to be filed, and shall on the same day give notice of the filing thereof to the solicitor of the adverse party or to the adverse party himself if he acts in person.

XXV. That any solicitor signing any petition of rehearing or appeal, or any consent to a petition or any notice of motion, or any proceeding or application to be made by a pauper, shall thereby become subject to all liabilities to which the sworn clerks have heretofore been subject in respect of such matters.

XXVI. That the solicitor for the party examining any witness before one of the Examiners is to serve the usual notice in writing, containing the name and description of such witness, upon the solicitor or solicitors of the adverse party or parties in the cause.

XXVII. That for the purpose of procuring a guar-

dian, ad litem, to be assigned in court for an infant defendant, the solicitor is to attend the court with the infant and proposed guardian, and request such assignment to be made; and he is to certify to the court that the proposed guardian has no interest adverse to the interest of the infant, and is a proper person to be assigned guardian.

XXVIII. That where, according to the present practice, it has been usual to assign a Six Clerk guardian ad litem of an infant or person of unsound mind, the court may appoint one of the solicitors of the court to be such guardian, and may direct that the costs to be incurred in the performance of the duties of such office, shall be borne and paid, either by the parties or some one or more of the parties to the suit in which such appointment shall be made, or out of any fund in court, in which such infant or person of unsound mind may be interested, and may give directions for the repayment or allowance of such costs as the justice and circumstances of the case may require.

#### *Clerk of Affidavits.*

XXIX. That all affidavits and affirmations to be filed in the Affidavit Office may be sworn or affirmed before the clerk of affidavits, who is to receive the proper and usual fees for taking the same, and to pay the amount of the several sums which he may so receive, into the Bank of England, to the account of the Suitors' Fee Fund.

#### *Variation of Orders.*

XXX. That the General Order, dated the 12th October 1841, for giving effect to certain provisions in an act passed in the fifth year of the reign of her present Majesty, intituled "An Act to make further Provisions for the Administration of Justice," for transferring to this court all suits and matters which on the 15th day of October, 1841, should be depending in her Majesty's Court of Exchequer as a Court of Equity, or under the special authority of any act or acts of parliament, be hereby discharged, and in lieu thereof the following Order be hereby substituted; viz., That as to all records and documents heretofore belonging to the said Court of Exchequer as aforesaid, and not yet brought into the Court of Chancery, the Clerk of Records and Writs, to whose department such suit would belong, shall, upon request of any of the parties, apply for the records and other documents in such suit not before brought into the Court of Chancery. And it is hereby further ordered, that so far as regards the taxation and allowance of costs in any of the suits or matters to be transferred in pursuance of the said act, and which shall not, by any order of this court, be directed to be regulated in that particular by the late practice of the Court of Exchequer, such costs shall be taxed and allowed in manner following, (that is to say) the costs previously to the said 15th October, 1841, shall be taxed and allowed according to the practice of the said Court of Exchequer, and the costs from and inclusive of the said 15th October, shall be taxed and allowed according to the practice of this court.

XXXI. That the 4th of the Orders of the 3rd April, 1828, shall be interpreted as if the same were amended by substituting the word "file" for the word "deliver." That the 20th of the same Orders shall be interpreted as if the same were amended by substituting the word "solicitor," for the words "clerk in court." That the 43rd of the same Orders shall be interpreted as if the same were amended by substituting the words "Record and Writ Clerks' Office," for the words "Six Clerks' Office." That so much and such parts of the 76th of the same Orders, amended by the Orders of the 23rd November, 1831, as relate to the taxation of costs, shall be interpreted as if the same were further amended, by substituting the words "Taxing Master," for the word "Master." That the 2nd of the Orders of the 11th

April, 1842, shall be interpreted as if the same were amended by substituting the words "one of the solicitors of this court," for the words "the Senior Six Clerk not towards the cause." And that in like manner where, by reason of the said act of parliament made and passed in the fifth and sixth year of her Majesty, intituled, "An Act for abolishing certain Offices of the High Court of Chancery in England," or of any Orders made in pursuance of the said act, any General Order of the court shall have become inapplicable to the offices and practice of the court, as established by and in pursuance of the said act, such General Order shall be interpreted as if the same were amended, and the directions therein contained were made consistent with the said act of parliament, and the Orders made in pursuance thereof; and that the Registrars of the court and the secretaries of the Master of the Rolls shall, in drawing up all Orders, adapt the language thereof to the alterations made in the practice of the court by the said act of parliament and the Orders made in pursuance thereof.

### Fees.

XXXII. That the fees set forth in the first schedule hereto shall be received and taken by the clerk of the inrolments in Chancery, and his clerks, in addition to the fees and sums of money mentioned in the 2nd Order. That the fees set forth in the second schedule hereto, shall be received and taken by the clerks of records and writs, and their clerks. That the fees set forth in the third schedule hereto, shall be received and taken by the Taxing Masters, and their clerks. That the fees set forth in the fourth schedule hereto, shall be received and taken by the clerk of affidavits, and his clerk. That the fees set forth in the fifth schedule hereto, shall be received and taken by the clerks to the Masters in Ordinary, in addition to the other fees received and taken by them. And that the fees set forth in the sixth schedule hereto, shall be received and taken by solicitors for their own use, in addition to the other fees received and taken by them. And that the clerks of records and writs, and the Taxing Masters respectively, may require any of the said fees payable to them respectively, to be paid in advance, or may require a deposit to be paid on account thereof.

XXXIII. That all the fees which are here authorized to be received by the clerk of the inrolments in Chancery, the clerks of records and writs, the Taxing Masters, the clerk of the affidavits, and the clerks of the Masters in Ordinary, shall be by them severally and respectively paid into the Bank of England, in the name of the Accountant-General, to be placed to the credit of the account intituled the "Suitors' Fee Fund Account."

XXXIV. That the foregoing Orders shall take effect from and after the 28th October, 1842.

### THE FIRST SCHEDULE

ABOVE REFERRED TO.

*Fees to be taken by the Clerk of Inrolments in Chancery and his Clerks.* £ s. d.

For the acknowledgment of every Deed for each party	0	6	0
For the acknowledgment of every Specification for each party	0	2	6
For every Oath, Affirmation, or Attestation, upon Honour	0	1	6

### THE SECOND SCHEDULE

ABOVE REFERRED TO.

*Fees to be taken by the Clerks of Records and Writs and their Clerks.*

Sealing every Dedimus to take an Answer	0	10	0
Sealing every Special Dedimus by Order of Court	0	18	0
Sealing Special Injunction	1	10	0
Sealing an Attachment or Distringas for not appearing or answering	0	8	0

Sealing every other Writ	1	0	0
Rescaling any Writ on any alteration thereof	0	3	0
Filing every Bill or Information	1	0	0
Filing Replication	0	10	0
Entering Appearance for any Defendant appearing separately	0	7	0
Entering Appearance if not more than three Defendants	0	7	0
If more than three and not exceeding six Defendants	0	14	0
And in the same proportion for any number of Defendants.			
Office Copies of Documents left for inspection as Exhibits, per folio	0	0	4
All other Office Copies, per folio	0	0	10
Filing Plea, Answer, or Demurrer	0	10	0
Entering a Rule	0	8	0
Attending Court of Chancery, or Master with Record, per diem	0	14	0
Ditto with Exhibits per diem, exclusive of carriage or portage, when required	0	14	0
Attending with Record or Exhibits in any other Court or place, (besides expenses to be retained by the officer to his own use), per diem	2	2	0
Every Consent	0	7	0
Every Certificate	0	4	0
Examining all Copies with the Records, per folio	0	0	3
Every Exemplification, per Skin, exclusive of parchment and Duty	1	14	0
On Inspection of Documents left with the Clerk of Records and Writs, per hour	0	7	0
Amending every Record if amendments under ten folios	0	14	0
If more than ten folios, for every folio over	0	0	6
Amending every Office Copy, if amendments under ten folios	0	7	0
If more than ten folios, for every folio over	0	0	4
Setting down Cause besides Certificate	1	1	0
Search for Records when in the Record Room, or for any person not being a party in the Cause, first year	0	2	0
Each year after	0	1	0
Inspection of same	0	7	0
Filing every Note	0	7	0
Entering Memorandum of Service of Copy Bill on every Defendant	0	7	0
Every Oath, Affirmation, or Attestation upon Honour	0	1	6
Every Exhibit to Affidavit, &c.	0	2	6
Inrolling Decree or Order, the same fees as heretofore until further order.			

### THE THIRD SCHEDULE

ABOVE REFERRED TO.

*Fees to be taken by the Taxing Masters and their Clerks.*

For every Warrant	0	3	0
For drawing every Report, per folio, exclusive of the following fee	0	1	0
On signing every Report and Certificate	1	0	0
Percentage on amount of every Bill of Costs as taxed	4	0	0
For Copies of Bills of Costs and other Documents, per folio	0	0	4
For every Oath, Affirmation, or Attestation, upon Honour	0	1	6
For every Exhibit	0	2	6
For signing the Allowance to every Set of Interrogatories, Account, or other Document	0	5	0
For an Examination Fee on each Witness exclusive of Oath	0	5	0

### THE FOURTH SCHEDULE

ABOVE REFERRED TO.

*Fees to be taken by the Clerk of Affidavits.*

For every Affidavit	0	1	6
For every Exhibit	0	2	6

### THE FIFTH SCHEDULE

ABOVE REFERRED TO.

*Fee to be taken by the Clerks of the Masters in Ordinary.*

For copies, in addition to the sum of one penny half-penny now taken and received, the further sum of, per folio	0	0	2½
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THE SIXTH SCHEDULE  
ABOVE REFERRED TO.

*Fees to be taken and received by Solicitors.*

For preparing every Writ without Order.....	0	6	8
Ditto, every Writ under Order, except Special Injunction .....	0	13	4
Ditto, Special Injunction, including Ingrossment of Docket, per folio.....	£	1	4
Parchment as paid .....	0	0	0

LYNDEHURST, C.  
LANGDALE, M. R.  
LANCLOT SHADWELL, V. C. E.  
JAMES WIGRAM, V. C.

ORDERS IN LUNACY,  
27TH OCTOBER, 1842.

I, JOHN SINGLETON BARON LYNDEHURST, Lord High Chancellor of Great Britain, intrusted by virtue of her Majesty's sign manual with the care and commitment of the custody of the persons and estates of persons found idiot, lunatic, or of unsound mind, do, in pursuance of an Act of Parliament passed in the sixth year of the reign of her present Majesty, intituled "An Act to alter and amend the Practice and Course of Proceeding under Commissions in the Nature of Writs de Lunatico Inquirendo," and for the purpose of making immediate provision for carrying the same into effect, hereby order and direct in manner following, that is to say:—

I. That from and after the first day of Michaelmas Term next, the office of Clerk of the Custodies of Idiots and Lunatics do cease and determine.

II. That all the inquiries and matters connected with the persons and estates of lunatics heretofore usually referred to the Masters in Ordinary of the High Court of Chancery, (except inquiries under or by virtue of an act made and passed in the first year of the reign of his Majesty King William the Fourth, intituled "An Act for amending the Laws respecting Conveyances and Transfers of Estates and Funds vested in Trustees and Mortgagees, and for enabling Courts of Equity to give Effect to their Decrees and Orders in certain Cases," and also except where the Lord Chancellor shall from time to time otherwise specially direct), be hereafter referred to the Commissioners in Lunacy for the time being.

III. That all inquiries in lunacy new pending before any of the said Masters (except any inquiries under or by virtue of the said Act of Parliament in the last Order mentioned, and except where otherwise hereafter specially directed) be transferred to the Commissioners in Lunacy.

IV. That all deeds, wills, securities, papers and documents in any lunacy, now left or deposited in the offices of the said Masters, respectively, be delivered to the Commissioners in Lunacy, or to some person by them authorized to receive the same.

V. That until further order, the clerks to the commissioners take and receive for business done in the Commissioners' Office, the like fees to those for the time being receivable by the clerks of the said Masters for the like business, such fees to be accounted for as hereinafter mentioned.

VI. That until further order, all acts, deeds, matters, and things heretofore accustomed to be done in the execution of the Office of Clerk of the Custodies, as to the several matters following, be done by the Commissioners in Lunacy, that is to say:—

Bonds and recognizances of committees and their sureties, and the vacating and delivering up the same; The bill for the grant of the custody, and for the revocation thereof;

Summoning committees and sureties to account;

Filing and copying committees' accounts, and certifying the same.

VII. That until further order, the clerks of the commissioners take and receive for the business so done under the foregoing Order, the like fees to those heretofore received in the Office of Clerk of the Custodies, for the like business, such fees to be accounted for as hereinafter mentioned.

VIII. That until further order, all other acts, deeds, matters, and things, heretofore accustomed to be done in the execution of the Office of Clerk of the Custodies, be (so far as according to the practice for the time being in lunacy the same shall be necessary to be performed) done by the secretary of lunatics; and the secretary of lunatics is to take and receive for the business so done, the like fees to those heretofore received in the Office of Clerk of the Custodies for the like business, such fees to be accounted for as hereinafter mentioned.

IX. That the matter of each lunacy be, for the purpose of the inquiries hereby authorized, considered as referred to the Commissioners in lunacy from the date of the inquiry.

X. That where any person has been or may be found lunatic under any commission, the commissioner do, from time to time, and without any special order in such matter, inquire and report who is or who are the heir or heirs at law and next of kin of the lunatic, and the person or persons who would be entitled to his estate, or to shares thereof under the statutes for the distribution of the intestates' estates, in case he were, at the date of such inquiry, dead intestate, to whom due notice of attending the commissioner is to be given; and also inquire and report what is the situation of the lunatic and the nature of the lunacy, and who is or are the most fit and proper person or persons to be appointed the committee or committees of the person and estate of the lunatic, and of what the fortune of the lunatic did, at the time from which he shall have been found lunatic, consist, and of what it consists at the time of such inquiry, and what is the amount of income arising therefrom, and in what manner, and at what expense, and by whom and where the lunatic has been maintained, and whether anything and what is due, and to whom in respect of such past maintenance, and to whom and out of what fund the same ought to be paid, and what is fit and proper to be allowed for the maintenance and support of the lunatic for the time past and to come, regard being had to the circumstances and estate of the lunatic, and from what time such allowance should commence.

XI. That the commissioner be at liberty immediately afterquisition, and without any special order in the matter, to make inquiry, and to report, whenever it shall seem necessary, upon the provisional care and management of the lunatic, and his property, and as to maintenance, until committees or a committee be appointed.

XII. That the commissioner be at liberty, by certificate under his hand, and without any special order for that purpose, to enlarge from time to time the period within which any person approved of as committee of the estate of any lunatic ought to complete his security.

XIII. That the commissioner be at liberty, without special order, to receive any proposal or conduct any inquiry as to the managing, setting or letting the estate or otherwise respecting the person or property of any lunatic, and may report thereon as he shall see fit; but such report shall be submitted for confirmation, as is now done with respect to such reports when made upon special reference.

XIV. That it shall not be necessary for the committee, or the legal personal representatives of the com-

mittee, to obtain a special order in the matter for the taking and passing from time to time his or their accounts, but that such committee or his legal personal representatives, as the case may be, do from time to time, without any special order in the lunacy for that purpose, attend before the commissioner, and have an account of his or their receipts and payments for and on account of the lunatic and his estate taken and passed; and that in taking and passing such accounts, the commissioner make unto the committee, or his legal personal representatives, as the case may be, all just allowances, including an allowance of his and their reasonable and proper costs, charges, and expenses, and those of the next of kin of the lunatic, of passing such accounts.

XV. That the commissioner may, from time to time, determine whether all, or how many, and which of the next of kin or of the heirs of the lunatic, shall (unless at their own costs) attend before him on any proceedings in the lunacy, and that no other of such parties shall be allowed costs out of the estate, unless by special order for that purpose.

XVI. That the commissioner be at liberty from time to time, and at the request of any party or otherwise, to make separate reports, or a separate report, and to state any circumstances as to the subject-matter of the report, specially, as he shall think fit.

XVII. That for the purpose of avoiding, as much as may be, expense and delay in drawing orders in lunacy, no part of the statements in the petition be recited in any order, but only the prayer; and that no part of the commissioner's report be stated in any order except the commissioner's finding or opinion; and that before any order be passed, the original petition or petitions be filed with the secretary of lunatics.

XVIII. That until further order, the fees hereinafter mentioned for the matters following be taken and received by the secretary of lunatics in lieu of the fees now taken and received by him for such matters respectively, *videlicet*—for every order, 2*l.* 10*s.*; for every duplicate of an order, requiring to be drawn up in Chancery, 10*s.*; for filing every petition, 10*s.*; such fees to be accounted for as hereinafter mentioned.

XIX. That all fees taken and received by the clerks to the commissioners, and by the secretary of lunatics, be once in every month paid into the Bank of England to the credit of the Accountant-General of the Court of Chancery, to the account intitled "The Suitors' Fee Fund Account;" the amount thereof to be verified by affidavit.

XX. That the foregoing orders take effect on the first day of Michaelmas Term next.

LYNDHURST, C.

### Court Papers.

CAUSE LISTS.—MICHAELMAS TERM, 6 VICT.

### Court of Queen's Bench.

#### CROWN PAPER.

[Causes set down since our last published list.]

Hampshire ..... Reg. v. South Western Railway Company.  
Devonshire ..... Inhabitants of Stowford.  
Worcestershire ... Inhab. of St. Andrew, Worcester.

### Court of Common Pleas.

#### ENLARGED RULES.

To 1st Day.	To 8th Day.
Mead v. Sarson	In re Thomas Rodd
To 6th Day.	Generally.
Rubery v. Barra	In re Inman

### NEW TRIALS.

EASTERN TERM, 1842.  
Scott v. Crawford  
TRINITY TERM, 1842.  
Clarke v. Stewart

Pierpoint v. Gower  
Chapman v. Eley  
Bloomfield v. Savill

### DEMURRER PAPER.

Tuesday, Nov. 8.  
Croaby v. Hetherington  
Child v. Keene  
Aldridge v. Howard  
Evans v. Hutton  
Edsall v. Russell  
Everitt v. Dick  
Mercer v. Cheese

Aveline v. Whisson  
Davies v. White  
The other Special Argumen-  
Days are—  
Friday, 11th.  
Tuesday, 15th.  
Friday, 18th.

### CUR. ADV. VULT.

Gledstanes v. Earl Sandwich  
Tucker v. Inman  
Arnold v. Mayor of Poole  
Fishmongers' Co. v. Robertson  
Same v. Booth  
Same v. Staines

Warwick v. Rogers  
Borradaile v. Hunter  
Perkins v. Vaughan  
Harrison v. Heathorne  
Same v. Same  
Same v. Same

### Court of Exchequer.

SITTINGS—MICHAELMAS TERM, 1842.

	Banc.	Nisi Prius.
Wednesday, Nov. 2	.....	.....
Thursday ..... 3	Peremptory paper	Midd. 1st sitting.
Friday ..... 4	.....	.....
Saturday ..... 5	.....	.....
Monday ..... 7	Special paper	.....
Tuesday ..... 8	.....	London 1st sitting.
Wednesday .... 9	{ Special paper. Lord Mayor sworn	.....
Thursday ..... 10	.....	Midd. 2nd sitting.
Friday ..... 11	.....	.....
Saturday ..... 12	Sheriffs chosen	.....
Monday ..... 14	Special paper	.....
Tuesday ..... 15	Errors	.....
Wednesday .... 16	Special paper	.....
Thursday ..... 17	.....	London 2nd sitting.
Friday ..... 18	.....	Ditto by adjourn.
Saturday ..... 19	.....	.....
Monday ..... 21	Special paper	Midd. 3rd sitting.
Tuesday ..... 22	.....	.....
Wednesday .... 23	.....	.....
Thursday ..... 24	.....	.....
Friday ..... 25	.....	.....

### London Gazettes.

TUESDAY, OCTOBER 25.

### DECLARATION OF INSOLVENCY.

JOHN BUTLER LODGE, New Bond-street, bath proprietor.

### BANKRUPTS.

ROWLAND EVANS, JOHN FOSTER, SKINNER & CHARY LANGTON, and THOMAS FOSTER, Bargyard, Bucklersbury, East India merchants, Nov. 8 and Dec. 6 at 1, Court of Bankruptcy: Off. ass. Alsager; Sols. Barendale & Co., 7, Great Winchester-st.—Fiat dated Oct. 24.  
JOSHUA ALLEN, Much Wymondley, Hertford, dealer in cattle, Nov. 4 at 11 and Dec. 6 at 12, Court of Bankruptcy: Off. ass. Whitmore; Sols. Pontifex & Mogine, 5, St. Andrew's-court, Holborn.—Fiat dated Oct. 20.  
HENRY BLACKMAN, Cranbrook, Kent, grocer, Nov. 3 at half-past 11 and Dec. 6 at 11, Court of Bankruptcy: Off. ass. Turquand; Sol. Batho, 2, America-square.—Fiat dated Oct. 17.  
JAMES WYATT, Plymouth, Devonshire, upholsterer, Nov. 4 and Dec. 6 at 11, Royal Hotel, Plymouth, Devonshire: Sols. Barber, Bridgnorth; Elworthy, Plymouth; Badham & Houghton, Verulam-buildings, Gray's Inn.—Fiat dated Oct. 12.

**JOHN DAVISON**, Marton and Middlesbrough, Yorkshire, farmer and earthenware manufacturer, Nov. 2 and Dec. 6 at 2, Black Lion Inn, Stockton-upon-Tees: Sols. Garbutt & Co., Yarm, Yorkshire.—Fiat dated Sept. 30.

**THOMAS ALLEN**, Macclesfield, Cheshire, silk man and silk throwster, Nov. 3 and Dec. 6 at 1, Angel Inn, Macclesfield: Sols. Thompson, Glossop; Brundrett & Co., Inner Temple.—Fiat dated Sept. 26.

**JOHN ALEXANDER and HENRY GIBBONS**, Wolverhampton, Staffordshire, chemists and druggists, Nov. 9 and Dec. 6 at 10, Swan Hotel, Wolverhampton: Sols. Bennett, Wolverhampton; Clarke & Medcalf, 20, Lincoln's Inn-fields.—Fiat dated Sept. 22.

**HENRY HEDGER and JAMES HEDGER**, Coventry, watch manufacturers and dealers in china and earthenware, Nov. 4 at half-past 9, and Dec. 6 at 11, Craven Arms Inn, Coventry: Sols. Dewes & Sons, Coventry; Weeks, Cook's-court, Lincoln's Inn.—Fiat dated Oct. 18.

## MEETINGS.

*Isaac Newton Wigney and Clement Wigney*, Brighton, Sussex, bankers, Nov. 8 at 11, Town-hall, Brighton, pr. d.—*Jas. Puzman*, Settle, Yorkshire, wine dealer, Nov. 4 at 12, Golden Lion Inn, Settle, pr. d.—*W. Wade*, Liverpool, grocer, Nov. 3 at 1, Clarendon-rooms, Liverpool, ch. ass.—*Jas. Palmer*, Lynn, Norfolk, draper, Nov. 12 at 12, Court of Bankruptcy, last ex.—*Wm. Lionel Felix Tollemache*, Keston and Lock's Bottom, Kent, and Penton-lodge, Andover, Hampshire, horse dealer, Nov. 9 at 2, Court of Bankruptcy, last ex.—*W. Cribb and Benj. Cribb*, Clarence-wharf, Regent's-canal basin, Regent's park, lucifer-match manufacturers, Nov. 1 at 12, Court of Bankruptcy, last ex.—*Jas. Solomon Davis*, Barker-pool, Sheffield, Yorkshire, furniture dealer, Nov. 18 at 12, Town-hall, Sheffield, aud. ac.—*Thos. John Ashton*, Pall-mall, tailor, Nov. 15 at 12, Court of Bankruptcy, div.—*Geo. Benj. Harding*, Cannon-street, paper hanger, Nov. 15 at 1, Court of Bankruptcy, div.—*Patrick Worlers Carter and Jas. Jackson*, Brewer-street, Golden-square, woollen drapers, Nov. 15 at half-past 12, Court of Bankruptcy, div.—*Chas. Bailey*, Wm. Herriot Polter, and *Thos. Clift*, Garlic-hill, London, wholesale druggists, Nov. 15 at half-past 1, Court of Bankruptcy, div.—*J. Brown*, minories, upholsterer, Nov. 15 at 2, Court of Bankruptcy, div.—*W. Dickinson*, Milk-st., warehouseman, Nov. 15 at half-past 2, Court of Bankruptcy, fin. div.—*F. Sanden*, Newgate-st., druggist, Nov. 15 at 1, Court of Bankruptcy, div.—*Wm. Payne*, Hand-court, Holborn, victualler, Nov. 18 at 12, Court of Bankruptcy, div.—*Alfred Boulton* and *Joe. Ferrington*, Stratford, Essex, manufacturing chemists, Nov. 17 at 12, Court of Bankruptcy, div. joint and sep. est.—*Wm. Keep*, Northumberland-st., Strand, tailor, Nov. 17 at half-past 11, Court of Bankruptcy, fin. div.—*A. M. Souby*, St. Mary-at-Hill, London, wine merchant, Nov. 15 at half-past 1, Court of Bankruptcy, fin. div.—*Wm. Mason*, Watford, Hertfordshire, timber dealer, Nov. 15 at half-past 12, Court of Bankruptcy, div.—*John Lamb*, Chancery-lane, victualler, Nov. 15 at 12, Court of Bankruptcy, div.—*Antonio Lafargue*, Gt. St. Helen's, London, merchant, Nov. 15 at 1, Court of Bankruptcy, div.—*Wm. Hill*, Bridge-st., Lambeth, ironmonger, Nov. 15 at half-past 12, Court of Bankruptcy, div.—*Edward Hickman*, Lombard-st., bill-broker, Nov. 17 at 1, Court of Bankruptcy, fin. div.—*Richard Wontner*, Cloth-fair, woollen draper, Nov. 17 at half-past 1, Court of Bankruptcy, fin. div.—*Henry Till*, Moulsham, Essex, draper, Nov. 17 at 11, Court of Bankruptcy, div.—*G. W. Roberts*, Adam's-court, Broad-st., merchant, Nov. 15 at 11, Court of Bankruptcy, div.—*J. Fell*, New Mills, Glossop, Derbyshire, grocer, Nov. 15 at 12, Rutland Arms Inn, Bakewell, aud. ac. and div.—*Robt. Insoil*, Brighton, Sussex, coach maker, Nov. 7 at 2, Town-hall, Brighton, aud. ac. and div.—*Geo. Topham*, Richmond, Surrey, coal merchant and tavern keeper, Nov. 15 at 11, Court of Bankruptcy, fin. div.

## CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Nov. 15.*

*G. Boggs*, Great Winchester-st., London, merchant.—*W. Reay*, Walker, Northumberland, ship builder.—*Wm. Dunn Wheeler*, Birmingham, money scrivener.—*J. P. Austin*, Bristol, paper maker.—*Mary Glascott and G. M. Glascott*, Great Garden-st., Whitechapel-road, copper merchants.—*S. Life*, Chorlton-upon-Medlock, Lancashire, milliner.—*J. Henshall*, Witton, near Northwich, Cheshire, ironmonger.—*J. Dockray and Thos. Pinder*, Leeds, machine makers.—*Chas. Stanley*,

Newport, Shropshire, money scrivener.—*Josiah Taylor*, Liverpool, oil and colour dealer.—*Thos. F. Jackson and Samuel Jackson*, Bermondsey-st., Bermondsey, woolstaplers.—*Wm. Bushell*, Evesham, Worcestershire, innkeeper.—*William S. Goodeve*, Chichester, banker's clerk.

## SCOTCH SEQUESTRATIONS.

*Stevens, Walters, & Co.*, Glasgow, merchants.—*J. Fairlie*, Edinburgh, cabinet maker.—*Alex. M'Donald*, Dundee, ironmonger.—*Alex. Dunlop*, Esq., Keppoch.

## INSOLVENT DEBTORS.

*Saturday, Oct. 22, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*James Bakewell*, Rotherhithe-st., Rotherhithe, butcher, No. 53,716 T.; *J. Giles*, assignee.—*Thos. Carman*, Giltspur-st., ironmonger, No. 53,781 T.; *M'Carthy Stephenson*, assignee.—*Thos. T. Pugh*, New Gloucester-st., Hoxton New-town, butcher, No. 53,512 T.; *W. Hubbard*, assignee.—*W. Dennison*, Beetham, Westmoreland, farmer, No. 59,109 C.; *Thos. Baldwin*, assignee.—*John Amos*, Coventry, saddler, No. 54,948 C.; *R. B. B. Perkins*, assignee.—*James Sutton*, Pendleton, Lancashire, fustian manufacturer, No. 58,935 C.; *John Holt Stanway*, assignee.—*John Adams*, High-st., Camden-town, appraiser, No. 53,333 T.; *Stephen Sanderson*, assignee.—*G. Kirkham*, Royal-st., Lambeth, furniture broker, No. 53,664 T.; *Benj. Tanner*, assignee.—*S. Wolf*, Great Yarmouth, Norfolk, jeweller, No. 56,318 C.; *H. Lebenheim and M. Myers*, assignees.—*Richard Poole*, Welton, Lincolnshire, grocer, No. 60,513 C.; *Edward Worthington and John Smith*, assignees.—*Samuel Eyre*, Manchester, coach proprietor, No. 44,232 C.; *Wm. Maxwell*, assignee.—*Rich. Parker*, Halifax, Yorkshire, out of business, No. 60,865 C.; *Henry Thompson and Henry Patchett*, assignees.—*T. A. Pagdin*, Sheffield, saw maker, No. 60,781 C.; *B. Wrangham*, assignee.—*W. W. Pagdin*, Sheffield, saw maker, No. 60,739 C.; *B. Wrangham*, assignee.—*James Footitt*, Sheffield, attorney at law, No. 58,210 C.; *Geo. Ridge*, assignee.—*Thomas Crewdson*, Liverpool, broker, No. 59,659 C.; *G. H. Aman*, assignee.—*Chas. Gill*, Sheffield, cutler, No. 60,893 C.; *T. Parkin and G. Hill*, assignees.—*Richard Cloud*, Hammersmith, coachmaster, No. 7382 T.; *George Cloud*, new assignee, in place of John James Coles, deceased, assignee.

*The following Prisoners are ordered to be brought up before a Commissioner on Circuit:—*

*Court-house, CHESTER, (County), Nov. 15 at 10.*

*Thomas Gore*, Alford, out of business.—*John Sharrocks*, Alford, out of business.—*Pet. Hayes*, Runcorn, plasterer.—*Joe. Lee*, Darlton, farmer.—*R. Gwinnett*, Liscard, plumber.—*Wm. Norris*, Bowden, near Altrincham, attorney at law.—*Wm. Cooper*, Nantwich, baker.—*Edw. Smedley*, Egremont, shoemaker.—*Wm. Wood*, Swanbow, near Over, labourer.—*Rob. Hargrave*, Altrincham, saddler.—*Edw. Deuchurst*, Egremont, butcher.—*John Godley*, Newton-moor, beer seller.—*William Wood*, Stockport, grocer.—*James Roberts*, Hoylake, Wirral, fishmonger.—*Maria Noble*, widow, Oxtan, near Birkenhead, out of business.—*Thos. L. Fletcher*, Huntley, Staffordshire, major in the Flintshire militia.

*Court-house, CHESTER, (City), Nov. 15 at 10.*

*Mary Barnes*, Boughton, Chester, public baker.—*Thomas Robey*, Chester, butcher.—*Uriah Jones*, Chester, out of business.

*Court-house, NOTTINGHAM, (Town), Nov. 16 at 10.*

*Benjamin Spencer*, Nottingham, miller.—*John Millington*, Nottingham, joiner.—*John Parker*, Nottingham, dealer in fish.—*Wm. Maycock*, Nottingham, provision dealer.—*John Duff*, Nottingham, solicitor.

*Court-house, NOTTINGHAM, (County), Nov. 16 at 10.*

*John Holloway*, Mansfield, housekeeper.—*Edward Smith*, Old Radford, miller.—*Joe. Bargh*, Bargate, Newark-upon-Trent, shoemaker.—*John Kershaw*, Old Radford, bleacher.—*Thos. Walker*, Alfreton, Derbyshire, labourer.—*John Fillingham*, West Stockwith, grocer.—*William Hallam*, Sandiacre, Derbyshire, labourer.—*James Squiers*, Newark-upon-Trent, chairmaker.

*Court-house, BRISTOL, (City), Nov. 17 at 10.*

*Wm. Jas. Norris*, Bristol, grocer.—*Joseph Kerby*, Bristol, watch maker.—*Rich. Hingston*, Bristol, cabinet maker.—*Th.*



*Bryen*, Bristol, carpenter.—*Jas. Rae*, Bristol, master mariner.—*W. James*, Newport, Monmouthshire, commission agent.—*Gabriel N. Doran*, Bristol, butcher.—*Henry Hunt Sayer*, Bristol, miller.—*Wm. Clarke*, Bristol, solicitor.—*Jas. Owen*, Bristol, beer retailer.—*Henry Locke*, Bedminster, baker.—*Thos. Jeames*, Bristol, eating-house keeper.—*Oliver William Bussey*, Bristol, accountant.—*Jas. Cox*, Bristol, auctioneer.—*Steph. Vowles*, Bristol, plasterer.—*John C. Clarke*, Bristol, porter dealer.—*George Avent*, Bristol, painter.—*Ralph Byne*, Bristol, out of business.—*Anna Long*, widow, Bristol, out of business.—*Chas. Carpenter*, Bristol, plasterer.—*J. Wilkins*, Bristol, grocer.—*Wm. Gray*, Bristol, victualler.—*William Moulder*, Bristol, out of business.—*John Lawrence*, Weston-super-Mare, Somerset, butcher.—*I. Huntley*, Bristol, brightsmith.—*Hen. Steph. Watkins*, Bristol, baker.—*D. Garland*, Stapleton, Gloucester, baker.—*Robert Milsted*, Bristol, cloth-cap manufacturer.—*Rich. Woodland*, Bristol, cabinet carver.—*Bliz. Boered*, Clevedon, Somerset, no trade or business.—*Geo. T. Rose*, Bristol, commission agent.—*John Valentine*, Bristol, patten maker.—*R. B. Bedford*, Bristol, pork butcher.—*Jos. Warren*, Bristol, huckster.—*John H. Nelson*, Bristol, artist.—*Chas. Cleves*, Bristol, beer retailer.—*James Parsons*, Bristol, baker.—*Francis Morrish*, Bristol, accountant.—*Jas. Temlett*, Bristol, maltster.—*Richard Pope*, Bristol, mason.—*Jos. W. Cummins*, Bristol, chimney sweeper.—*C. Chrichley*, Bristol, carpenter.—*John Powell*, Bristol, engraver.

#### INSOLVENT DEBTORS' DIVIDENDS.

*James Tucker*, Liverpool, laceman, Oct. 28, Guillaume's, Great Castle-street, Regent-st.: 3s. 4½d. in the pound.—*John Morris*, Stamford, Lincolnshire, slater, Nov. 4, Atter's, Stamford: 2s. 2½d. in the pound.

#### MEETING.

*John Merchant*, Hailsham, Sussex, farmer, Nov. 15 at 3, Bear Inn, Lewes, sp. aff.

FRIDAY, OCTOBER 28.

#### DECLARATIONS OF INSOLVENCY.

**JAMES BROWN and ROBERT HUMPHREYS BARETT**, 2, High-st.-place, White Horse-lane, Stepney, manufacturers of ships' controllers, machinists, and professors mechanics.

**GEORGE RICHMOND**, Oxford, corn dealer and corn merchant.

#### BANKRUPTS.

**STEPHEN WHITE**, Lamb's Conduit-st., Holborn, surgeon, chemist and druggist, Nov. 8 at 2, and Dec. 9 at 12, Court of Bankruptcy: Off. Ass. Johnson; Sol. Boydell, 28, Devonshire-st., Queen-sq.—Fiat dated Oct. 26.

**THOMAS CORNISH**, Great Marlborough-st., Westminster, wine merchant, Nov. 8 at 1, and Dec. 9 at 11, Court of Bankruptcy: Off. Ass. Lackington; Sol. Wright, 25, Percy-st., Bedford-sq.—Fiat dated Oct. 24.

**WILLIAM LYON**, jun., Woodford, Essex, chemist and druggist, Nov. 8 at 10, and Dec. 9 at 12, Court of Bankruptcy: Off. Ass. Turquand; Sol. Nicholls, 8, Cook's-ct., Lincoln's-inn, agent to Mr. D. Fetch, Solicitor, Cambridge.—Fiat dated Oct. 25.

**ANTHONY METHERAL TERRY**, New Broad-st., cook and confectioner, Nov. 11 and Dec. 9 at 11, Court of Bankruptcy: Off. Ass. Graham; Sols. Wire & Child, 9, St. Swithin's-lane.—Fiat dated Oct. 27.

**JOHN BUCKLEY**, Higher Compton, near Oldham, Lancashire, coal master, timber merchant, and shopkeeper, Nov. 11 and Dec. 9 at 10, Commissioners'-rooms, Manchester: Sols. Higginbottom & Co., Ashton-under-Lyne; Rickards & Walker, 29, Lincoln's-inn-fields.—Fiat dated Oct. 25.

**HENRY FULLFORD**, Birmingham, draper, Nov. 9 and Dec. 9 at 12, Waterloo-rooms, Birmingham: Sols. Page, Birmingham; Burfoot, Inner-temple.—Fiat dated Oct. 18.

**EDWARD BUSSEY**, Sheffield, broker, Nov. 7 and Dec. 9 at 11, Town-hall, Sheffield: Sols. Ryalls, Sheffield; Moss, 4, Cloak-lane, Queen-st., Cheapside.—Fiat dated Oct. 19.

**JOHN PEPPER**, Wotton-under-Edge, Gloucestershire, tailor and draper, Nov. 5 and Dec. 9 at 2, Old Bell Inn, Dursley: Sol. Edwards, Bristol.—Fiat dated Oct. 14.

**JOHN GREAVES**, Sutton, Campsall, Yorkshire, factor, Nov. 4 and Dec. 9 at 11, Guildhall, Doncaster: Sols. Campion, Thorne; Lever, 10, King's-road, Bedford-row.—Fiat dated Oct. 26.

**WILLIAM THORPE**, Thorne, Yorkshire, scrivener, Nov. 4 and Dec. 9 at 11, Guildhall, Doncaster: Sols. Cartwright, Bawtry; Bell, 36, Bedford-row.—Fiat dated Oct. 7.

#### MEETINGS.

*A. Bower*, Basford, Staffordshire, and Manchester, banker, Nov. 7 at 9, Commissioners'-rooms, Manchester, pr. d.—*J. Metcalfe* and *T. Metcalfe*, upholsterers, Cambridge, Nov. 7 at half-past 10, Court of Bankruptcy, last ex. *T. Metcalfe*.—*E. Allgood Dickinson*, Pall-mall, money scrivener, Nov. 7 at half-past 11, Court of Bankruptcy, last ex.—*Wm. Walford*, Great Winchester-st., merchant, Nov. 8 at half-past 11, Court of Bankruptcy, last ex.—*Fred. John Mitchell*, Aldergate-st., builder, Nov. 8 at 11, Court of Bankruptcy, and ac.—*Wm. Daniell*, Abercarne, Mynyddyllwyn, Monmouth, pyroligneous acid manufacturer, Jan. 30 at 11, Westgate Inn, Newport, and ac.—*J. Stickland*, *Thos. Powell Shaw*, and *Francis Mattock*, Newgate-market, cheesemongers, Nov. 18 at half-past 12, Court of Bankruptcy, div. sep. est. *Thomas Powell Shaw*.—*Jas. Hood*, sen., and *Jas. Hood*, jun., Cork-st., Burlington-gardens, tailors, Nov. 18 at 12, Court of Bankruptcy, div.—*Frances Roberts* and *Caroline Rowe*, New Bridge-st., Blackfriars, milliners, Nov. 18 at half-past 11, Court of Bankruptcy, div.—*Thos. Turpin*, Wivenhoe, Essex, innkeeper, Nov. 25 at 12, Waggon and Horses Inn, Colchester, and ac.; at 1, div.—*Wm. Cox Buchanan*, Dursley, Gloucestershire, money scrivener, Nov. 10 at 11, Old Bell Inn, Dursley, and ac.; at 12, div.

#### CERTIFICATES TO BE ALLOWED.

*Unless Cause shown to the contrary, on or before Nov. 18.*

*Peter Mann*, Leeds, army contractor.—*John Cotton*, Nottingham, hosier.—*Thos. Casson*, Manchester, corn factor.—*Sam. Prosser*, Portsea, Southampton, merchant.—*Samuel Birtwistle*, Northwich, Cheshire, flour dealer.—*Rob. Jos. Peal*, Manchester, Scotch warehouseman.—*Thos. Beal*, Sandwich, Kent, hoyman.—*Peter Petrie*, Liverpool, shipwright.—*Jas. Morris Subber*, Oxford, wine merchant.—*Miles Gibbon*, West Peckham, Kent, grocer.

#### SCOTCH SEQUESTRATIONS.

*Wm. Provan*, Thornhill, Kincardine, Perthshire, tanner.—*A. M'Kenzie*, Drumheads, farmer.—*And. M'Leen*, Tolbooth Wynd, Leith, basket manufacturer.—*Jas. Russell*, Hamilton, grocer.—*Jas. Laird*, Greenock, merchant.—*James Miller*, Dundee, ship owner.—*Geo. Barr*, Paisley, shoe merchant.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Monday, Nov. 21, at 9.*

*Fred. Pulley*, Greycoat-pl., Stratton-ground, Westminster, confectioner.—*J. Denner*, jun., Bishop's Stortford, Hertfordshire, tanner.—*J. Bury*, Camden-road-villas, Camden-town, law stationer.—*R. Sharp*, Three Horse-shoe-yd., Gilbert-st., Grosvenor-sq., bricklayer.—*Steph. Gately*, Harrow-st., Lamb-st., Southwark, carpenter.—*Wm. Powell*, jun., Little Surrey-st., Blackfriars-road, hat water proofer.—*David Mason Goodwin*, South-pl., Camberwell New-road, Surrey, butcher.—*H. Freeman*, High-st., Whitechapel, Middlesex, grocer.—*John Warren*, Grosvenor-place, Camberwell New-road, pianoforte maker.—*George Webb Bromfield*, Blackfriars-road, Surrey, brush maker.—*Wm. Hands*, Edgeware-rd., dealer in horses.—*Rob. Reuben Lyon*, Fenwick-ct., Holborn, cabinet maker.—*Court-house, HERTFORD, (County), Nov. 18 at 10.*

*Edw. Perry*, Hertford, painter.—*Hen. Jas. Rider*, Hitchin, hatter.—*Wm. Peck*, Welham-green, bricklayer.—*John M. Mills*, Great Berkhamstead, brewer.—*Geo. Williams*, Hertford, linen draper's assistant.—*Thos. K. Tallett*, St. Alban's, plumber.

*Court-house, MOLD, Flintshire, Nov. 18 at 10.*

*John Lewis*, jun., Bangor Iscoed, publican.—*Ellis Davis*, Paulpaen, Rhrydian, farmer.

*Court-house, LICHFIELD, Staffordshire, Nov. 19 at 10.*  
*Samuel Gregory*, Lichfield, millwright.

*Court-house, RUTHIN, Denbighshire, Nov. 19 at 10.*  
*Jonah Roberts*, Tretbrwlch; in no business.—*Chas. Jones*, Garth, Llansgollen, boatman.—*T. Lloyd*, Llansim, labourer.

*Court-house, BATH, (City), Nov. 21 at 10.*

*Henry George*, Bath, bookseller.—*Craddock Jones*, Bath, grocer.—*John Smith*, Bath, coal merchant.—*J. H. Preley*, Bath, carpenter.—*John Lawes*, Bath, baker.—*Edw. J. Pym*, Bath, attorney's clerk.—*Francis Friend*, Bath, blacksmith.

*Sam. Fisher*, Weston, near Bath, gardener.—*Ebenaser Bull*, Bath, teacher of the pianoforte.—*Charles Clay*, Wellington, tailor.—*Eliz. Britten*, Bath, victualler.—*Henry M. Mundy*, Bath, out of business.—*Sam. Loveridge*, Bath, mason.—*Ch. Bartlett*, Bath, grocer.—*John Eckett*, Bath, lodging-house keeper.—*Wm. Miles*, jun., Bath, butcher.

*Court-house, DERBY, (County), Nov. 18 at 10.*

*John Keeling*, sen., Derby, timber merchant.—*G. Keeling*, Derby, plumber.—*Theo. Wall*, Newbold, butcher.—*William Sherwin*, Alvaston, near Derby, joiner.—*Stephen Tranter*, Derby, sawyer.—*John S. Roberts*, Kilburn, labourer.

*Court-house, STAFFORD, (County), Nov. 21 at 10.*

*Charles B. Passman*, Stafford, attorney at law.—*John L. Padley*, jun., Westbromwich, tailor.—*John Maddocks*, Gibbet-lane, near Bilston, carrier.—*Rich. Jones*, Hanley, Stoke-upon-Trent, victualler.—*Chas. Fernyhaugh*, Rough-close, near Stave, servant.—*Wm. Watts*, Quarry-bank, Kingswinford, chain-trace maker.—*Wm. Blewitt*, Newtown, Westbromwich, labourer.—*Rich. Howell*, Wolverhampton, hoop maker.—*W. Robinson*, Wolverhampton, shoemaker.—*John Owen*, Kinfare, waiter.—*John Masemore*, Meir Stone, china dealer.—*Edward Huxley*, Hill-top, greengrocer.—*Benj. Blackburn*, Knightley, grocer.—*Geo. Bratt*, Bilston, brass founder.—*J. Fieldhouse*, Bilston, miner.—*Rich. Hilton*, Sedgely, shoemaker.—*Mary Holdreft*, widow, Norton in the Moors, near Burslem, licensed retailer of beer.—*Wm. Swinnerton*, Stafford, wheelwright.—*Edw. Bridge*, Smethwick, cordwainer.—*Nathaniel Mellen*, Walsall, gardener.—*Joseph Shidmore*, Kingswinford, miner.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John Marlow*, Keighley, Yorkshire, worsted manufacturer, No. 5, Hall & Waterworth's, Keighley: 4s. 7½d. in the pound.—*Samuel Oakey*, retired Custom-house clerk, Oct. 31, Adamson's, 29, Ely-place, Holborn: 3s. in the pound (in addition to 2s. 8d.).

#### MEETING.

*William Dennison*, Beetham, near Milnthorpe, Westmoreland, farmer, Nov. 15 at 2, Baldwin's, Lancaster, sp. affairs.

DEATH OF MR. COMMISSIONER BOWEN.—Mr. Commissioner Bowen, of the Insolvent Debtors' Court, died on Thursday evening, October 27, at his residence, No. 18, Portman-street, Portman-square.

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# The Jurist

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LONDON, NOVEMBER 5, 1842.

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LONDON, NOVEMBER 5, 1842.

A RECENT decision of the Court of Common Pleas has, in connexion with one almost equally recent of the Court of Exchequer, tended further to elucidate the principles upon which a party is allowed to recover back money which he has paid under a mistake. The leading case upon the subject is *Bilbie v. Lumley*, (2 East, 469), which establishes the rule, that if a party pays money with a knowledge of the facts that would afford him a defence, he cannot afterwards claim to have it returned. In that case, an underwriter, from whom a material fact had been concealed, paid the insurance money after he had been apprized of the concealment, but not being aware of the legal effect of it. It therefore shews also, that a person mistaking the law, is bound by his act. And, indeed, that distinction is clearly established; although some writers have questioned its soundness. It is derived however from the well-known rule, that every body is presumed to be acquainted with the law. *Brisbane v. Dacres* (5 Taunt. 143) is to the same effect. And so also is *Milnes v. Duncan*, (6 B. & C. 671), which case deserves more particular attention on account of the dictum of Bayley, J., whose opinion seemed to be, that if the party had the means of knowledge, he could not recover back the money. In giving judgment, he said, "If a party pay money under a mistake of the law, he cannot recover it back; but if he pay money under a mistake of the real facts, and no *laches* are imputable to him (in respect of omitting to avail himself of the means of knowledge within his power), he may recover back such money."

In the late cases the effect of *means of knowledge* has been well considered, on which account we have been induced to notice them.

We may at once dismiss from our consideration the cases in which a person, having the means of knowledge

within his power, obviously declines to make any investigation, choosing to pay the money, for in such the mistake is wilful and cannot be taken advantage of. The real question arises where money is paid under a forgetfulness of facts, which were at one time in the knowledge of the party. It will, undoubtedly, be extremely difficult in such cases to ascertain whether the alleged forgetfulness actually existed, and juries ought to be very cautious in coming to that conclusion; but when from the acts of the party at the time, and other unsuspicious evidence, the fact of forgetfulness has been clearly established, it is now settled that the money may be recovered back.

The first case of this kind was *Lucas v. Worwick*, (1 Moo. & Rob. 293). There the defendant, having received a sum of money from one of the plaintiffs as part of a debt due to him on an account, one item of which was disputed, afterwards met the same plaintiff, and having agreed to give up the disputed item, the latter paid him the balance, but almost immediately afterwards sent the defendant notice, that when he did so he had forgotten that he had already paid the sum on account. The defendant refused to pay the money, and contended, that, as it had been paid voluntarily, and as all the facts were at the time within the knowledge of the party, it could not be recovered back. The court, (the Common Pleas at Lancaster), consisting of Lord Chief Justice Denman and Baron Bolland, after taking time to consider, decided, "That as the jury had in effect found, that the money was paid by mistake in the hurry of business, they were of opinion that it might be recovered back as money had and received to the use of the plaintiff."

It has been attempted to distinguish this case from others on the ground, that the defendant having once received the money, it was contrary to equity and good conscience to seek to keep the second sum; and it has been supposed that the law there laid down would not

prevail in cases where money had been paid under forgetfulness to a person who, although not legally entitled to it, had a semblance of equitable right. For instance, a case might be supposed, of a party having neglected to observe some formal legal requisite, receiving money under a forgetfulness on the part of the person paying it of such non-observance. It has been said that *Lucas v. Worswick* would not then be applicable, and, in short, that the reason of that decision was the unconscientious attempt of the defendant to be paid twice. To an argument of this nature it was however answered by one of the judges, in the case we are about to notice, that it seemed to him, that wherever money was paid under a mistake of fact, and the party would not have paid it if the fact had been known to him, it could not be otherwise than unconscientious to retain it.

The effect, indeed, of the late decisions is, to confine the inquiry to the simple fact whether the defendant had knowledge at the time of making the payment. Thus, in the former of them, *Kelly v. Solari*, (9 Mee. & W. 54), the plaintiff, as one of the directors of a Life Assurance Company, sought to recover from the defendant a sum of money alleged to have been paid to her by the Company under a mistake of fact. And the circumstances were, that the husband of the defendant, who had effected a policy on his life, died leaving her his executrix, and not having (by mistake) paid the last quarterly premium on the policy. Shortly afterwards, the actuary of the office informed Bates and Clift, two of the directors, that the policy had lapsed by reason of the non-payment of the premium, and Clift thereupon wrote on the policy, in pencil, the word "Lapsed." The defendant having proved her husband's will, applied for the payment of the sum secured upon the policy in question and two others, and Bates and Clift, and a third director, drew a cheque for the amount and handed it to the defendant's agent. The two former stated in evidence that they had at the time of paying the money entirely forgotten that the policy had lapsed. The Lord Chief Baron, before whom the cause was tried, expressed his opinion, "That if the directors had knowledge, or the means of knowledge, of the policy having lapsed, the plaintiff could not recover; and that their afterwards forgetting it would make no difference." He accordingly directed a nonsuit, and a rule having been obtained to set it aside or for a new trial, it was argued that the question was, whether the payment was a voluntary payment with knowledge at the time, and that the doctrine, that means of knowledge are equivalent to knowledge, rested altogether on the dictum of Bayley, J., in *Milnes v. Duncan*, and was not supported either by the former or subsequent authorities. The court granted a new trial, the Chief Baron saying, he thought "The knowledge of the facts which disentitles a party from recovering, must mean a knowledge existing in the mind at the time of payment;" and Parke, B., that he thought the dictum in *Milnes v. Duncan* could not be supported in point of law; and with respect to laches, that if money "is paid under the impression of the truth of a fact which is untrue, it may, generally speaking, be recovered back, however careless the party paying may have been, in omitting to use due diligence to inquire into the fact."

According to this decision, therefore, the payment will be good, only where it is made voluntarily and with a knowledge at the time of the facts, or where all inquiry into them is waived, and it is intended that the person receiving shall have the money at all events, whether the facts be true or false. And with respect to unconscientiousness, that in every case except these, it is against conscience to retain the money; for there can hardly be a more favourable state of facts for the party receiving the money than there was in *Kelly v. Solari*, where the policy had lapsed through a mere mistake. The rule thus adopted by the courts of common law with respect to forgetfulness of facts, is similar to that of the courts of equity as to the notice of incumbrances which will affect a purchaser, who is not bound by notice in a previous transaction which he may have forgotten.

It must not however be supposed that the circumstance of the party who pays the money having at a former time known the facts, or of his having at the time of paying the means of making himself acquainted with them, is immaterial in actions of this nature. It does not, indeed, give to the defendant a legal right to retain the money; but it is matter for strong observation to the jury that they ought thence to infer a knowledge at the time. This was the view taken by the Court of Common Pleas in *Bell v. Gardiner*, (11 Law Journ. Rep. C. P. 195). The defendant was sued as the maker of a promissory note, and pleaded to the effect that he made the note in consideration of his supposed liability upon a bill of exchange which had been indorsed by him for the accommodation of the drawer, and the date of which had afterwards been altered without his knowledge or consent, and that he made the note believing the bill was in the same state as when he indorsed it. A verdict having been found for him, a motion was made for judgment non obstante verdicto, on the ground that the plea should also have negatived the defendant's means of knowledge, and that ignorance in fact was no answer. Tindal, C. J., in giving judgment, said, "I think the case of *Kelly v. Solari* is quite conclusive upon the point; and after that decision, I think it must be held, that the circumstance of a party having means of knowledge of a fact which would affect his legal rights, can now only be insisted on as matter of strong observation to a jury, on the question of actual knowledge in point of fact; at the same time, they are not to be told, as a legal principle, that because there may have been means of knowledge, they can by any means be called upon to infer actual knowledge."

It may, therefore, now be considered as settled law, that if a party pays money, believing at the time a fact to be true which is not so, he may recover it back, although he may have formerly known otherwise, or may have the means of knowledge and neglect to avail himself of them.

**MASTER IN CHANCERY.**—The Lord Chancellor has appointed Henry Minion Hawksworth, of Ashby-de-la-Zouch, Leicestershire, Gent., to be a Master Extraordinary in the High Court of Chancery.

**DEATH OF MR. SERJEANT SPANKIE.**—This eminent Lawyer, after considerable suffering, expired on Wednesday morning, between six and seven o'clock, at his town residence in Russell-square, Bloomsbury. The learned Serjeant was Counsel to the Honourable East India and other Companies, and was deservedly respected by the whole Bar.

## Correspondence.

TO THE EDITOR OF THE JURIST.

Sir—I have just read your recent\* article as to the terms in which inventors should claim their inventions in the specification of their patents, and particularly so as to any difficulty by reason of the *discrepancy* which you suppose to exist “between the technical rule and the actual practice of courts of law on this subject.” The right understanding of this matter is of such vital practical importance in this scheming age, that I do not hesitate to trouble you with the following remarks as to the real existence of any such discrepancy—a discrepancy which, if it existed, might be made the ground of endless litigation.

The true solution of your difficulty appears to me to be found in the consideration of the very nature and principle of a patent—the very policy of the Law of Patents. A patent, i. e. the exclusive enjoyment for a certain number of years of the fruits arising from any given new invention or discovery in manufactures or otherwise, is the reward which the Legislature secures to the inventor in return for his communication of the invention or discovery to the public, so that the public may, upon the expiration of his term of exclusive enjoyment, make the article for itself without any restriction; and it is upon this principle that many patents have been held void, because the invention has not been so clearly described in the specification, as that a workman of the particular description of article would be enabled to make it by following such description.

Upon this principle the courts of law have proceeded in holding, as the learned Editor of Jarman's Precedents observes, “that there cannot be a patent for a principle or method unless it is applied to practice, so as to produce a vendible result.” You cannot, in fact, specify the *bare principle* alone, without shewing how it is to be in some way practically embodied, because you do not comply with the above condition, which alone entitles an inventor to the protection you seek; and further, it may be added, because in ninety-nine cases out of one hundred there is nothing new in the *principle* itself, but the novelty consists in the mode of application, which must be described.

If, however, the *principle* of an invention, as distinguished from the particular *form* in which it may be embodied, is really new, and the *form* or fabric when complete is also new, then, as observed by Mr. Baron Alderson in *Jups v. Pratt*, the inventor, who fully describes one form or mode of embodying an application, “may claim protection from all other modes of carrying the same principle into effect;” and this is acted on in practice, for it is the constant habit to express distinctly in specifications, “that the inventor does not confine himself to the particular forms there given as examples.” In short, the courts consider that if you truly describe *one* mode of applying your invention, you sufficiently comply with the above condition requiring you plainly to communicate your secret to the public, and that you are entitled to the exclusive use of all other modes.

The mere use of the words “claim a principle,” will not therefore vitiate a specification, if the inventor has described the mode of application to which the word *principle* may be referred, as shewing practically what the particular principle is, and this was decided in *Boulton v. Bull*, and involved in Lord Lyndhurst's observations in *Minter v. Wells*.

To illustrate the above remarks, in a case of *Arnott v. Perry*\*, sometime ago before the Vice-Chancellor of England, Dr. Arnott claimed as his invention the application of, what he called, longitudinal elasticity to steel pens, i. e. an elasticity in a line between the nibs and the end of the pen, and which might be imparted by a particular form of steel nib or penholder. He gave, in his specification, certain forms of nibs and holders, exemplifying the invention, but, at the same time, expressly declared, that he did not confine himself to those given forms. The question before the Vice-Chancellor was, whether the defendant's form of nib or pen was a violation of the patent, and, to the best of my recollection, his Honor refused to interfere by injunction, because the existence of any such elasticity in the defendant's pen was imperceptible; and, in fact, he doubted its existence at all; and further, he questioned the novelty of the alleged invention, instancing what had been his own practice when a boy, the cutting of the quill in such a manner as to produce a similar result. However, in this case certainly no one for a moment doubted the accuracy of the terms of the specification, which was framed strictly in accordance with the principles I have laid down.

In conclusion I would only observe, that, except in cases where the *exact form* is the very essence of the invention, it would be useless for parties to incur the expense of a patent unless they claimed the principle, i. e. the application of the principle in some article of manufacture, as the invention, because the principle may be capable of being applied to various different forms, and if one form only were claimed as the entire invention, the patent might be easily avoided by a simple alteration of form. A BARRISTER.

We have much pleasure in inserting the foregoing observations of our learned correspondent, as we perfectly agree with him that the point is of great practical importance and therefore that it is desirable to ascertain what is the true rule of law upon it. We continue, however, to think, that in laying down as a rule, that, in prudence at least, if not in strictness, a patent should never purport to be in terms for a principle, we have only laid down that which is required by the very guarded language of the cases, and which is almost universally adopted in the practice of drawing specifications.

The cases to which our learned correspondent refers, (*Boulton v. Bull* and *Minter v. Wells*, cited ante, p. 329 et seq.), as shewing that a patent may be for a principle, shew, in our humble judgment, no such thing. The language, in the first of those cases, of the Judges who argued for the patent was, that the patent was good, because it was not for a principle. Rooke, J., said, “A new-invented method conveys to my understanding the idea of a new mode of construction. I think these words are tantamount to *fire-engines of a newly-invented construction*.” And again, “the inventor professes to

\* In No. 297, September 17, 1842.

\* Not reported.



set forth principles only, but we are to consider, not what he professes to do, but what he has really done; and it is found that he has sufficiently described his invention so as to enable artists to adopt it." And the passage which we quoted from Chief Justice Eyre's argument, (ante, p. 330), is to the same purpose, viz. to shew that the court, in order to support the patent, felt itself bound to construe the word *principles* as not meaning in that case *principles*, but a *manufacture*. The dicta of the Judges in that case, and the subsequent judgment in error in favour of the patent, are authorities therefore, not for the position that if a man invents a principle, and calls it so in his patent, the patent is good, but that if he invents something which is not a principle but a manufacture, and miscalls it a principle, the court will correct his error, and sustain the patent for what it is in reality. In *Minter v. Wells* Lord Lyndhurst did not say that a patent may be for a principle; nor did he say that the invention in that case was a principle; what he said was, that every invention of such a kind must include the application of some principle; and that the *application of the principle* constituted "the machine," the invention of which the plaintiff claimed. The specification in that case did not claim in terms the principle, but very carefully, and, as we think, prudently claimed only the application of a certain kind of mechanical combination, whereby mechanical effects of a particular kind were produced, *as above described*. And it was because the patentee did not claim the principle *eo nomine*, and only claimed the application of it, or the mechanism constructed so as to involve it, that the patent was supported. Again, in what fell from Mr. Baron Alderson in *Jupe v. Pratt*, cited by our learned correspondent, the distinction is carefully drawn between a principle simply, and a principle applied to practice, or coupled with a material mode of carrying it into practice. In fact, this distinction is carefully maintained in all the cases, and is grounded on the words of the statute, which require that the subject of a patent shall be a manufacture. Now, a principle is not, and cannot be, a manufacture; but a *modus operandi*, an embodying of a principle in material combinations, may be a manufacture, and has been constantly held so to be.

With regard to the practice of drawing specifications of patents, to which our learned correspondent alludes, we are not aware of any reported case in which the specification of a patent appears to have claimed the principle of the invention in terms, nor have we ever seen a draft prepared under advice, in which that course was pursued. In the case cited by the learned Editor of Jarman's Precedents, vol. 7, p. 555, (*Russell v. Cowley*), the patentee, so far from specifically claiming the principle of the invention, seems, to our humble judgment, to have most carefully framed his specification so as to avoid that mode of claiming. He described the construction and mode of operating of the apparatus used, and then pointed out that the precise construction of the apparatus might be varied, and stated as a fact, that several variations therein might be made without departing from the principle of the invention, which was so and so, &c. In other words the plan of the specification was precisely that which we have recommended in our former observations, viz. to describe the material means em-

ployed, and then indirectly to provide for protection in the application of the principle, by pointing out what is the distinctive property of the particular combination of material means described, and to claim the material means possessing or embodying such aforesaid property or principle.

We trust that we have now shewn that the distinction for which we contend is warranted by the language of the authorities, and with these observations we will leave the point for the consideration of our learned readers.

### Rebites.

*The Law of Nisi Prius, Evidence in Civil Actions, and Arbitration and Awards; with an Appendix of the New Rules, the Statutes of Set-off, Interpleader, and Limitation, and the Decisions thereon. By ARTHUR ALD JOHN STEPHENS, Barrister at Law. In 3 vols.*

[Longman & Co. 1842.]

Such is the title of a voluminous work, containing nearly three thousand pages, which has made its appearance within the last fortnight, having been preceded by a very copious and promising table of contents. Its object is, as the preface informs us, "to supply the legal profession with a practical treatise, not only upon the law of *Nisi Prius*, but also upon the subjects of evidence in civil actions, and arbitration and awards." Having before us the excellent treatise of Mr. Selwyn on *Nisi Prius* law, as well as the productions of Mr. Leigh and Messrs. Harrison & Edwards; those of Mr. Phillips and Mr. Starkie on the Law of Evidence; the treatises of Messrs. Watson and others on the Law of Arbitration, together with the leading books of practice which deal with the same subject, we waited with some anxiety the publication of this work, to see in what respect the author had improved upon these so as to benefit the profession, and afford a *quid pro quo* for the large sum at which it is published. We are not ignorant or unmindful of the vast amount of labour which must have been expended in order to get up even such a compilation as this, and we are far from being disposed to underrate the author's merits, or to depreciate his production. But, disappointed as we have been with it, we feel it due to the profession to state our opinion fairly and honestly.

The first impression which must strike the reader is, that the work is as unlike a *treatise* as can well be imagined. We have sought in vain, from the beginning to the end, for a single paragraph containing the *rationale* of a point—a single line evidencing the application of *mind*, or the exercise of the reasoning powers. The author does not discuss—he does not even state a proposition, except in the language of the reports or of a contemporary writer. He has contented himself with merely stringing together a list of cases, bearing, or seeming to bear, in some way or other, on the subject which forms the head of the chapter, interspersing them here and there with an extract from some text-writer; and frequently with a lengthy judgment taken from the reports. We hardly know what to call the book; in many respects it resembles Bacon's Abridgment, but, perhaps, the more correct way to describe it is as an expansion of Harrison's Index. The language of Dr. Story forces itself upon one's mind, while perusing this, and, unfortunately, many other publications of the present day. "There is," says the Dr. "a remarkable difference in the manner of treating judicial subjects between foreign and English jurists. The former almost universally discuss every subject with an elaborate, theoretical fullness and accuracy, and ascend to the element-

ry principle of every branch of the science. The latter, with few exceptions, write what they are pleased to call *Practical Treatises*, which contain little more than a collection of the principles laid down in the adjudged cases, with scarcely an attempt to illustrate them by any general reasoning, or even to follow them out into collateral consequences. In short, these treatises are not little more than full indexes to the reports, arranged under appropriate heads; and the materials are often tied together with very slender threads of connection. They are better adapted to those to whom the science is familiar than to instruct others in its elements." The work before us, we regret to say, is not adapted to either. The fault we have noticed is not the only one. Like the indexes themselves, the arrangement is untechnical and injudicious; and though the matter sought for may, most likely, be found somewhere in the book, no one can tell where to alight on a particular point, much less on a particular case, except so far as he is informed as to the latter by the list of cases appended to the work. Who, for example, would think of looking for the following cases under the head of Trover?

"Upon a contract for the sale of an estate, the titles and abstracts to be made at the vendor's expense, the purchaser is entitled to the custody of the abstract, until either the purchase is finally rescinded by consent, or declared impracticable by a court of equity; and when the contract is determined, the abstract becomes the property of the vendor. If the sale proceed, the abstract is the property of the vendee; but an opinion written thereon on the seller's paper by his own consent, continues to be his property. (*Roberts v. Wyatt*, 2 Taunt. 268)." Vol. 3, p. 2662.

"Bills of exchange indorsed to an agent of the plaintiff or order for their account, and deposited with the defendants by such agent as a security for future advances, may be recovered by the plaintiffs in an action of trover. (*Trottel v. Borandon*, 1 Moore, 543)." *Ib.*

"A calico printer is entitled, after he has discharged his head colourman, to the book in which the servant has entered the processes for drying colours during his service, although many of the processes were the invention of the head colourman himself. (*Makepeace v. Johnson*, 4 Taunt. 770)." *Id.* p. 2663.

Yet these are inserted for the purpose of shewing for what "property trover can or cannot be maintained"!!!

And under the title "pleading" in actions on the case, is this paragraph:

"The circumstance of a dog being of a ferocious disposition, and being at large, is not sufficient to justify shooting him; to justify such a course, the animal must be actually attacking the party at the time." Vol. 2, p. 1025.

Had the author styled his production an *index*, we should perhaps have been content with assigning to him the negative merit of not being worse than his predecessors; and have merely condemned his judgment for placing cases illustrative of the law of vendor and purchaser, principal and agent &c. &c., under the head of trover, merely because the questions happened to arise in that form of action. It is the office of an index to record all the decisions, and no person thinks his own case secure, because he finds an analogous one there; he looks further to see if that has been overruled by a later decision, or its doctrine repealed by a subsequent statute. Now another and a serious fault of the work before us is, that, like an index, it mentions all the cases and describes them in pretty nearly the same way, viz. by the side-note, but without any intimation that this or that is no longer law; while, by the pretensions of its title, it leads the reader to suppose that those he finds there are of standing authority.

In treating of the action of *assumpsit*, the author says,

"Assumpsit is generally the only remedy against an executor or administrator for the breach of a contract not under seal which was made with him;" referring to *Quick v. Staines*, (1 B. & P. 293). That was an action of *trover*, and the question to be decided was, whether an executrix who had used the goods of her testator as her own, and afterwards married, still treating them as hers, could object to their being taken in execution for a debt of her husband's; and the court held they were liable so to be taken. If the author meant to express the well-known rule that *assumpsit* will not lie upon a contract by deed, and that a special contract not under seal must be sued on in *assumpsit*, he need not have so qualified it; if on the other hand he meant, as we suspect he did, that the action of debt on simple contract will not lie against an executor, he must have forgotten the stat. 3 & 4 Will. 4, c. 42, s. 14, by which such action is expressly given.

Again, under the head "*Trover*," we find that

"In trover the defendant cannot be holden to bail without a judge's order." The same is said as to the action of detinue. (Vol. 2, p. 1314). And, referring to the action of ejectment,

"The defendant cannot be holden to bail as of course, but an application must be made for a judge's order for that purpose, which however is seldom denied!!!" (Vol. 2, p. 1497)—expressions taken from some old editions of books of practice, published before the stat. 1 & 2 Vict. c. 110 was thought of.

To enumerate one-half of the examples of what we cannot but term gross and unpardonable blunders, which have caught our notice during a cursory glance at the work, would occupy a volume. At every page the reader will find instances such as these:—

"It is sometimes inexpedient to declare in *assumpsit*," (against a carrier for negligence), "because a set-off and bankruptcy can be pleaded." (Vol. 2, p. 991).

"An attorney cannot be a lessor in ejectment." (p. 1384).

"If a husband be sued in *assumpsit* for articles supplied to his wife, and he intends to defend the action as to part only, it seems that the proper plea is, that he is not liable beyond a certain amount, which sum he should pay into court"!!! (Vol. 1, p. 749).

Again, under the word "*assumpsit*,"

"A vendor can maintain an action against a vendee for goods sold and delivered, after delivery, provided such delivery be either actual or constructive. Where A. let a horse on hire to B. for one month, B. kept it for two months, and then sold it to C. It was held that A. might recover the value of the horse from C., although C. had acted bona fide, and had paid A. the full value." (*Shelly v. Ford*, 5 C. & P. 373). (Vol. 1, p. 279).

This was an action on the case, charging the defendant with selling the plaintiff's horse, which had been let on hire to another, and thus injuring his reversionary interest; and the point decided was, that a party who had only a limited interest in a chattel could not convey a greater interest to another!!

We will not weary our readers with further extracts. Whoever will take the trouble to cut open and run his eye over Mr. Stephens' pages, will be satisfied that we have not unfairly selected those we have given. They are but a few out of some hundreds which we noted in the course of the time spent in going through the work. The author seems indeed to have cared for nothing but the making a large and expensive book; and this he has done with the aid of side-notes frequently *substantially* longer than the text, of judgments at length, when a couple of lines would have answered every purpose, and by inserting every case, ancient and modern, without regard to its value or authority at the present day. It is in truth a miserable production.

*A Treatise on the Thellusson Act, &c.* By JOHN F. HARGRAVE, Esq., M.A., Barrister at Law. [Sweet.]

That the love of power is the dominant passion of the English mind can hardly we think be doubted. It breathes in every political, in every social institution. It manifests itself in our political existence in the impatience of all political control, except that which we impose on ourselves; for let men disguise it as they will, the love of political independence is but the desire of personal importance, in other words, a modification of the love of power. It shews itself in our laws, in the unlimited power of disposition which is given to a testator over the property of which he may die possessed; and it shews itself in our habits, in the great tendency which is found to exist among us, not only to accumulate property while living, but to create future great fortunes and powerful families, after we ourselves shall have been long withdrawn from the enjoyment of the world and its gifts.

Let us look at that vast head of judicial inquiry involving the discussion of testamentary dispositions, and what an enormous mass of the litigation of this country do we not find springing out of the almost universal desire of men, to stretch forth the grasp of their will over the property they shall leave behind them, in the greatest number of directions, and for the longest period possible! Men cloak to themselves the true source of this their great fondness for dictating to posterity, under the idea that they are governed by a wise and benevolent wish to provide in the most prudent manner for children and other relatives, forgetting that prudent disposition of property is but a relative term, the prudence of any disposition depending on the particular set of circumstances with which the disposing party is surrounded; and that, therefore, to attempt the exercise of direction over property for any lengthened period after the person so directing shall have been withdrawn from the opportunity of personally witnessing the changes of external circumstances, is but a naked and foolish exercise of arbitrary power.

But of all the attempts to gratify this love of power, the least founded on any principle of justice or utility, are in general those which purport to produce at a remote period from the death of the testator a future fortune for some person, of vast amount, by withdrawing in the interval from the family of the testator, and from society generally, all enjoyment of the property bequeathed; in other words, those attempts at accumulation, which, before the 39 & 40 Geo. 3, c. 98, (the Thellusson Act), were so prevalent, and which are still not wholly out of fashion.

The theory of accumulation is very simple. It is in fact but the formation of capital, by reserving instead of consuming some portion of the property which a person has by his labour acquired. So long as the accumulation bears a due proportion to the extent of those operations in conducting the creation of property, which require vast immediate outlay with only postponed returns, it is clearly beneficial in a civilized community. But whenever that due proportion is exceeded, whenever the accumulation is dictated, not by the desire to meet the demand for active capital, but by the desire of simply creating inordinate power at some unseen period, so often, we apprehend, may it be pronounced to be simply unjust and pernicious. But then the question is, how is it to be discovered, and to whom is it to be trusted to fix what is this due proportion between accumulation and the legitimate demands for it? We apprehend the answer is this: that, while accumulation is conducted by the party himself destined, or at least intending to enjoy its results, the natural disposition of men to enjoy the results of property will offer a sufficient counterbalance to their love of acquiring power; but when the check offered by the desire of personal enjoyment is

withdrawn, as it is in the case of all posthumous accumulations, the equilibrium of motives is destroyed; for what is there to limit the greediness of a fanciful and morbid love of power, when it can gratify itself by enjoying power separated from all responsibility?

We should come therefore to the conclusion, that, in restricting posthumous accumulation, the Legislature has not yet gone far enough, and that the only politic rule, if indeed it be necessary that any legislative rule should intervene, would be to prohibit all posthumous accumulation whatever. On what principle, indeed, the Legislature has thought fit to prevent accumulation for lives, viz. for a period which, though it may extend to the longest period of which the life of man is susceptible, is still uncertain, and may expire within one year; while it has at the same time thought fit to permit accumulation for (among other periods) a certain period of twenty-one years, it is impossible to imagine. The reason suggested by Mr. Preston for this portion of the act (Abet. vol. 2, p. 180) "that this period seems to have been allowed by the Legislature, merely in order to take away the encouragement of giving to an infant rather than to an adult," seems to attribute a curiously small extent of calculation to the Legislature, if its intention was really to prevent mischievous accumulation; because it is clear that any *certain* accumulation for twenty-one years must be more mischievous than an *uncertain* one depending on any one or even two or three infant lives. In fact, what the Legislature appears to have done is this: It found a very pernicious practice sanctioned by the law, and without examining whether the vice of the practice was in its quality or in its quantity, it simply cut down the quantity, and that by a statute so hastily and obscurely worded, as to have become the mark for judicial sarcasm in nearly every case in which it has been discussed.

We have been led into these remarks by the perusal of a short but able treatise on the Thellusson Act, in which, combined with an elaborate survey of the authorities on the construction of that act, we have met with many sound and philosophical observations on the general effect of accumulation, and the policy of supporting it.

The author commences his essay by a brief history of the famous Thellusson will, and the prolonged course of forensic investigation which terminated in a declaration that it was not contrary to law; a termination which it seems now not a little surprising should ever have been thought doubtful. Mr. Thellusson's will, so far as regarded the question of accumulation, went, in fact, to this extent and no further: that it was a trust to terminate on the expiration of a certain human life; in other words, it was a trust for a life in being, because a trust to determine on the expiration of the survivor of several lives; is, after all, a trust to determine on the expiration of some one life. How then could it be for a moment supposed that Mr. Thellusson transgressed the law, because, instead of trusting to a single life, or two or three lives, in order to insure a lengthened period for the duration of the trust, he had, on the principle of insurance, attempted to obtain a greater certainty of length of time by including a very considerable number of *cestuis que vie* to support his trust? That any man had then any doubt upon the point, can only be now attributed to some perverted state of the judgment, which the terrific anticipation of the political effect of the will would produce in the minds of those who had to consider its legal qualities.

That those terrific anticipations and the inordinate hopes of the testator were alike groundless, appears pretty clearly from the statements extracted by Mr. Hargrave from the proceedings which took place before the House of Lords on the occasion of introducing the private act 3 & 4 Will. 4, c. xxvii., for enabling the trustees of the Thellusson estates to demise them to Lord

Rendlesham. From these statements it appears, that the accumulation in 1833 fell very short indeed of the sum which upon calculation it was originally supposed it would be, the cause of the discrepancy being explained by the fact of more than 120,000*l.* having been gradually expended during a period of about thirty years, in litigation and the expense of collecting the rents\*.

The effect, however, of the decision in support of Mr. Thellusson's will was, as is well known, an impetus to what Mr. Hargrave happily terms "the mania accumulandi, or sinking-fund enthusiasm," which led to some most extravagant attempts; among others, to an attempt to create a trust for accumulation "until the death of the last survivor of all the members of the peerage" living at the testator's own decease. (See p. 36).

"To prevent settlers so completely on the alert," says Mr. Hargrave, p. 37, "from thus availing themselves of the defects in the law, the legislature interposed with the statute now about to be considered. Its chief aim undoubtedly was, to restrain accumulation, whether directed by settlement or by will, if directed solely for the purpose of swelling the bulk of the original property, as in Mr. Thellusson's case, from extending to the duration grasped by that testator. Unfortunately, however, owing probably to the urgent necessity for immediate legislative interference, and to the impossibility of giving the statute retrospective effect upon instruments containing these dispositions, otherwise than to the extent provided by the 4th section, the bill passed through both houses of parliament in a very hurried manner. Hence have arisen in no common degree obscurity and inaccuracy, the usual accompaniments, and attempted evasion and litigation, the usual consequences, of hasty legislation. The 1st and 2nd sects. especially have been often the subjects of forensic discussion. And the act itself has scarcely ever been mentioned in our courts, either of law or of equity, and whether in arguments of counsel or in judgments from the bench, without giving occasion to remarks on the inaccurate and indefinite language in which its provisions are expressed."

Passing from this portion of the subject on which Mr. Hargrave has touched, as was proper in a practical treatise, but briefly, we come to the principal portion of his work, which is devoted to an examination of the authorities on the existing state of the law of trusts for accumulation, and in this we find that he has adopted the very useful, though somewhat unusual and bold plan of stating the result of the different classes of authorities, in the form of a general rule or proposition. Thus, for instance, after stating and commenting on the great case of *Shaw v. Rhodes*, (1 Myl. & C. 135), in reference to the question whether a charge not actually directed to be raised by accumulation, but which cannot de facto be raised without accumulation, is within the act, he concludes, p. 90, "That in what proportion soever or after what deduction soever the current income of the trust property is in substance and effect directed to be laid up and invested until a future time, and is not beneficially enjoyed de anno in annum by some person or other; in the same proportion and to the same extent, an accumulation and postponed enjoyment in its nature within the act must be carried on by the trustees, subjecting the trust to the restraints of the act."

We will now, with the parting general observation, that the author has treated his very difficult subject with much learning and acuteness, take leave of him, concluding these remarks by citing his argument in support of the position, that a testator is not restricted

to one only of the four periods of accumulation fixed by the statute, but may combine two or more.

"I have hitherto," he says, "assumed, that a settlor or testator may adopt two or more of these periods: for instance, that he may combine in one instrument the following distinct and successive trusts for accumulations, viz. one during his own life, another commencing on his own decease, and continuing during either an absolute term of twenty-one years or the minority of a person in esse at his own decease, and a third arising, if the person beneficially entitled at the end of the second period should then be under age, and continuing during the minority of such person, and so on during the minorities of the beneficial takers, to any period within the rule against perpetuities. In this assumption I have adopted Mr. Preston's opinion\*. But it should be stated that Mr. Jarman is of a different opinion†. He considers that all such combinations are illegal, and that 'the act has conferred on settlors or testators, (or rather restrained them to), the option of selecting one only of the designated periods.' He founds this opinion first upon the words of the act; secondly, upon the judgment or rather the remarks of Lord Eldon in *Griffiths v. Vere*, (9 Ves. 127).

"The only disjunctive word favouring this opinion is the word 'or,' repeated between the four clauses just considered. But much stress can scarcely be laid upon the use of this word, for it was impossible to enumerate these four periods without using this conjunction, which seems to the author to be 'or' distributive rather than 'or' disjunctive; more especially as several of these periods are concurrent. If it had been the intention of the Legislature to impose this additional restraint, it seems scarcely possible that some words more strictly distributive would have been omitted‡. This omission having undoubtedly left the statute open to the more liberal construction, and the statute being in restraint of a right, the balance of argument on the words of the act seems to be considerably in favour of the opinion I have adopted. With respect to Lord Eldon's observations in *Griffiths v. Vere*, which have been in part already quoted, and which are referred to by Mr. Jarman, as evidently indicating that his Lordship did not consider the statute directly to authorize trusts for accumulation, extending over more than one of the statutory periods, if we give those observations the greatest possible weight, they can scarcely be considered as even entitled to the weight of a dictum on the point. From the facts of the case itself, the point certainly would not be suggested to the court. And, although in Lord Eldon's judgment there seems no hesitation in suggesting difficulties, or reluctance to point out ambiguities in an act, which, it is well known, had not received his Lordship's support in its progress through the Legislature, yet the more attentively his Lordship's learned criticisms are considered, the less distinct appears the reference even to the existence of this doubt; and Mr. Jarman certainly (so far as I am aware) was the first who expressly called attention to it. With respect to the cases in support of either Mr. Preston's or Mr. Jarman's opinion, although I cannot find that in any of them more than one of the statutory periods has been adopted, and am not aware of any judicial dictum expressly on the point, yet all the decisions indirectly lend great support to the liberal construction. In the first place, if the statute does not authorize an accumulation extending over more than one of the above periods, can it be said to authorize the adoption of measures of the duration of accumulation not men-

\* Preston on Abstr., Vol. 2, pp. 179, 181; note (s) to Fearn's Cont. Rem., p. 540.

† Treatise on Wills, Vol. 1, p. 267.

‡ Declaring also which period in a settlement or will should be void, where two or more periods are used.

\* According to calculation, it seems that in 1828, the accumulated fund ought to have been 2,400,000*l.* (See Hargr., p. 26). It was really scarcely more than one million.

tioned at all? How could such a disposition as was before the court in *Bacon v. Proctor* (1 T. & R. 31) have been supported, where the settlor had adopted as the measure of the accumulation the raising of a certain specified sum of money? Or again, how could the court have supported, even pro tanto, an accumulation during the life of a person other than the grantor or settlor, as was done in *Griffiths v. Vere*, (9 Ves. 127), in the second accumulation in *Shaw v. Rhodes*, (1 My. & C. 135), *O'Neill v. Lucas*, (2 Kee. 313), and *Eyre v. Marsden*, (2 Kee. 564)? Or, in short, if the act be strictly distributive, how could any accumulation be supported which does not adopt one or other of the designated periods? All the cases clearly establish, that the act authorizes the adoption of other measures of duration than those specified; and consequently, that the four designated periods are not in strictness distributive, otherwise they would have been held exclusive. In the second place, it must be admitted that Mr. Preston is beyond question in the right to a certain extent, for the cases which will be considered in the next chapter establish, that, if a settlor adopt all four of the periods allowed by the act, they will be valid to all intents and purposes, provided they do not in effect endure beyond twenty-one years from the testator's decease; for the nullifying operation of the act will be found not to commence in any case until that period. And in the third and last place it should be noticed, that, in the oft-quoted case of *Shaw v. Rhodes*, every judge must have assumed, that, in a disposition containing several distinct trusts for accumulation, the validity of every accumulation after the first would be wholly unaffected by the fact of the settlor's having already exercised his right of accumulation, and that all must stand or fall, according as they were protected or not, by some one of the four clauses in the first section; or exempted altogether from the act, by coming within one of the three exceptions contained in the second section."

### Regulæ Generales.

RULES AND ORDERS MADE UNDER THE STAT. 5 & 6 VICT. c. 116, INTITULED "AN ACT FOR THE RELIEF OF INSOLVENT DEBTORS," Nov. 1, 1842.

It is ordered—

I. That every petition for protection from process under the statute passed in the Parliament holden in the 5th and 6th years of the reign of her present Majesty, intituled "An Act for the Relief of Insolvent Debtors," shall be taken to the Chief Registrar of the Court of Bankruptcy in Basinghall-street, or to the deputy-registrar of the district court of bankruptcy in the country, (as the case may be in London or in the country), between the hours of 11 in the forenoon and 2 in the afternoon, who shall file and number such petition; and such chief or deputy registrar shall thereupon allot such petition by ballot, or in relation, to one of the Commissioners in London, or of the district court in the country, (where there are two commissioners), and shall forthwith certify to such commissioner the filing of such petition, and such allotment to him, which certificate shall be filed with the proceedings in the matter of such petition, and such petition shall be prosecuted before such commissioner, or before the district commissioner, where there is only one commissioner; provided always, that any one commissioner in London or the country may, in the absence of any other commissioner, act for him.

II. That every such petition shall be, as far as the case will admit, in the form set forth in the schedule marked A, No. 1, annexed to these Orders.

III. That the schedule required by the said act to be annexed to such petition shall be annexed at the time of filing such petition, and shall be, mutatis mutandis, in the form now in use in the Court for the Relief of Insolvent Debtors.

IV. That each sheet of such petition and schedule shall be signed by the petitioner, in the presence of, and shall be attested by, his attorney.

V. That every petitioner shall, immediately after an official assignee shall have been nominated in pursuance of the provisions of the said act, deliver over to the official assignee appointed to his estate all monies, bills, notes, securities, and other personal estate of such petitioner, in his possession or power, together with all books of account, papers, and writings, relating to his estate and effects.

VI. That the protection from process to be given to any petitioner upon filing his petition shall be called the "Interim Order for Protection," and shall be in the form set forth in the schedule marked A, No. 2, annexed to these Orders.

VII. That the time for hearing the matter of such petition shall be appointed by the commissioner acting in the same, such time not to be less than five or exceeding eight weeks from the date of the advertisement of the intention to petition required by the aforesaid statute, and such commissioner shall cause it to be advertised in the form set forth in the schedule marked B, No. 1, annexed to these Orders, in the London Gazette, and in one newspaper circulating within the county in which the petitioner resides, three clear days at least before the day appointed for such sitting.

VIII. That the time for making a final order, unless cause be shewn to the contrary, in the matter of such petition, shall be appointed by the commissioner acting in the same; of which time the commissioner shall cause notice to be given ten days, at least, before the time appointed, which notice shall be by advertisement in the form set forth in the schedule marked B, No. 2, annexed to these Orders.

IX. That the final order shall be in the form set forth in the schedule marked A, No. 3, annexed to these Orders, and shall be made in duplicate, one copy to be filed with the proceedings, and one copy to be delivered to the petitioner.

X. That all bills of fees and disbursements of any attorney or messenger for business done under the aforesaid act shall be taxed by the court in which the petition shall have been filed.

XI. That, until further order, the mode of taking possession of the estate and effects of such petitioner, the mode of realizing the same, and of depositing the produce thereof, together with the mode of keeping and examining the accounts of the official and other assignees, and all forms of proceedings under the said act not herein specially provided for, be, mutatis mutandis, in conformity with the like forms and proceedings in bankruptcy.

J. CROSS, Judge.

CHAS. FRED. WILLIAMS,

J. H. MERIVALE,

JOSHUA EVANS,

EDWARD HOLROYD,

} Commissioners.

Approved. LYNDBURST, Chancellor.

### SCHEDULES AND FORMS REFERRED TO IN THE ABOVE ORDERS.

#### SCHEDULE A—No. 1.

Petition for Protection under 5 & 6 Vict. c. 116.

To the Court of Bankruptcy,  
or To the — District Court of Bankruptcy.

The humble petition of —, of —, in the — of —

[Insert, at full length, the name, address, description, and quality of the petitioner.]

Sheweth, That your petitioner is not a trader within the meaning of the statutes now in force relating to bankrupts. [If a trader, strike out the word "not," and add after the word "bankrupts" the words "but owing debts amounting in the whole to less than 300l."]

That your petitioner has resided twelve months within the district of this honourable court; that is to say, [Insert the places and periods of residence.]

That your petitioner has become indebted, without any fraud, or gross or culpable negligence, to divers creditors, whose names are inserted in the schedule marked — to this his petition annexed.

That your petitioner has given notice to one-fourth in number and value of such creditors (that is to say, to the several creditors to whose names the word "notice" is annexed in the said schedule) of his intention to present this petition, and has caused notice thereof to be inserted twice in the London Gazette; that is to say, on — the — day of —, and — the — day of — last; and twice in the — newspaper; that is to say, on — the — day of —, and — the — day of — last, as by the said Gazette and newspapers will appear.

That the schedules marked respectively — to this petition annexed contain a full and true account of your petitioner's debts, with the names of his creditors, and the dates of contracting the debts severally, the nature of the debt and the security (if any) given for the same, and also of the nature and amount of his property, and of the debts owing to him, with their dates, and the names of his debtors, and the nature of the securities (if any) which he has for such debts.

That your petitioner, being unable to pay and satisfy such debts, is desirous that his estate should be administered under the protection and direction of this honourable court; for the more readily effecting which, your petitioner submits to this honourable court the proposal contained in the schedule marked — to this petition annexed. [Strike out these words from the words "for the more" to the words "petition annexed," when there is no special proposal.]

That your petitioner is ready and willing to be examined from time to time touching his estate and effects, and to make a full and true disclosure and discovery of the same.

Your petitioner, therefore, prays that your petitioner may be protected from all process whatever, either against his person or his property of every description; and that your petitioner may have such further and other relief as by the statute made in the parliament holden in the 5 & 6 Vict., intituled "An Act for the Relief of Insolvent Debtors," is provided, and this honourable court shall think fit.

And your petitioner shall ever pray &c. &c.

Signed by the said petitioner on the — day of — 184—, in the presence of — in the — of — his attorney in the matter of the said petition.

Notice to be served on Creditor by Insolvent. Pursuant to 5 & 6 Vict. c. 116.

[Schedule.]

I — at present, and for — months past, residing at — in the parish of — and county of —, and being —, do hereby give notice, That I intend to present a petition to the Court of Bankruptcy, — praying to be examined touching my debts, estate, and effects; and to be protected from all process, upon making a full disclosure and surrender of such estate and effects, for payment of my just and lawful debts; and I hereby further give notice that the time when the matter of the said petition shall be heard, is to be advertised in the London Gazette, and in the — newspaper, one month, at the least, after the date hereof. As witness my hand, this — day of — in the year of our Lord 184—.

To

Form of Schedule of Petitioning Debtor under 5 & 6 Vict. c. 116.

In the Court of Bankruptcy,  
or In the — District Court of Bankruptcy.

The Schedule of —

I, the said —, do declare That this my schedule doth con-

tain a full and fair description of me, as to my name or names, trade or trades, profession or professions, together with my last usual place of abode, and the place or places where I have resided during the time when my debts were contracted, and also a full and true description of all debts due or growing due from me at the time of presenting my petition, and of all and every person and persons to whom I am indebted, or who to my knowledge or belief claim to be my creditors, together with the nature and amount of such debts and claims respectively, and the dates of contracting the debts severally, and the security given for the same, distinguishing such as are admitted from such as are disputed by me, and also a full, true, and perfect account of all my estate and effects, real and personal, in possession, reversion, remainder, or expectancy, and also of all places of benefit or advantage held by me, whether the emoluments of the same arise from fixed salaries, or from fees or otherwise, and also of all pensions or allowances which I have in possession or reversion, or which are held by any other person or persons for me, or on my behalf, or of and from which I derive or may derive any manner of benefit or advantage, and also of all rights and powers of any nature and kind whatsoever, which I am, or any other person or persons in trust for me, or for my use, benefit, or advantage, in any manner whatsoever, seized or possessed of, or interested in or entitled unto, or which I or any other person or persons in trust for me or for my benefit have any power to dispose of, charge, or exercise for my benefit or advantage, together with a full, true, and perfect account of all the debts due, or growing due, at the time of making the said order to me, or to any person or persons in trust for me, or for my benefit or advantage, either solely or jointly with any other person or persons, with their dates, and the names and places of abode of the several persons from whom such debts are due or growing due, and of the witnesses who can prove such debts so far as I can set forth the same, and the nature of the security which I have for any such debts; and that this my schedule doth also contain a balance sheet of so much of my receipts and expenditures, and of the items composing the same, as is required by this honourable court in that behalf; and doth fully and truly describe the wearing apparel, bedding, and other such necessities of myself and my family, and my working tools and implements.

Witness my hand, the — day of —, 184—.

Signed in the presence of —. — Attorney.

Balance Sheet of Receipts and Expenditures.

The court requires

That this account shall in no case begin later than six calendar months before the presenting of the petition.

That if before that period, but since the commencement of his present embarrassments, any property has gone away from him by sale, assignment, mortgage, distress, execution, or any means other than the ordinary course of trade, the account shall commence so as to include all such ordinary transactions.

† That the blanks in the description of the debtor side of the account shall be filled with a date early enough for compliance with the above directions.

That the specific appropriation of each sum received shall be separately shewn, where the case admits of it.

That the date of each item in the account shall be given by stating the day as well as the year where the same can be ascertained.

That money and other property, which was in possession of the insolvent or his family, or of any other person for his or their benefit, at the time when he presented his petition, shall, in all cases, be made a specific item or items in the account.

Dr.				Cr.			
† Specification of all property, real and personal, in which I have had an interest at any time since the — day of — 184—, to the time of subscribing this my schedule, shewing when, how, to whom, and for what consideration any portion of any such property has been parted with.				Account of all such property, shewing what part thereof is now available for the benefit of my creditors, and, as to such part as has been parted with, the particular application of the proceeds of the same.			
Date.	£	s.	d.	Date.	£	s.	d.



**Creditors.**

N. B. Where there are cross demands, the party must be entered both as creditor and debtor, and "Set-off" must be written under the amount.

No.	Names and descriptions of creditors and claimants, and their present or last residences.	Amount.	When contracted.	Admitted or disputed.	Nature and consideration of the Debt and Securities, if any; also, if the Debt is disputed, the reason thereof.
		£ s. d.			

\* \* \* Affix the word "Notice" to the names of all creditors to whom you have given notice of your intention to petition.

**Debtors.**

N. B. Where there are cross demands, the party must be entered both as creditor and debtor, and "Set-off" must be written under the amount.

No.	Names, descriptions, and places of abode of debtors.	Amount.	When contracted.	Good, bad, or doubtful.	Nature and consideration of the Debt; also, Securities, if any, for the same.	Witnesses, with their Residences and other evidence by which the Debt may be proved.
		£ s. d.				

**Property in Possession.**

	Real and personal estates and effects, which were in my possession, enjoyment, or control, or which were held by any other person or persons in trust for my use, or to the possession or enjoyment of which I was entitled at the time of subscribing my petition.	Supposed value.
1. <i>Interests in Land.</i>	Freehold, copyhold, and leasehold property, with local description, names of tenants, and annual rent of the same; and statement of incumbrances (if any) thereupon, with the dates thereof.	£ s. d.
2. <i>Personal Property.</i>	Household goods and furniture, at Wearing apparel Jewels, trinkets, and ornaments of the person Plate, linen, and china Wines and other liquors Books, prints, and pictures Horses, cows, and other animals Carriages Farming stock and implements of husbandry Stock in trade in my business of Machinery and utensils in my business of Ships and shares of ships: viz. Cash, bills, promissory notes, bonds and other personal property not before specified.	
3. <i>Property in the Funds, Annuities, Shares, &amp;c.</i>	Annuities, money in the public or other funds, shares in canal and other companies; showing in whose names the same are standing, also when and by whom the last dividend or other payment was received in respect of the same.	
4. <i>Unpaid Legacies.</i>	Legacies due, but unpaid; with all particulars concerning the same.	

<i>Books, Deeds, Papers.</i>	The following is a true list of all books, papers, deeds, and writings, relating to my estate and effects, or any part thereof, which at the time of presenting my petition were, or at any time since have been in my possession, or under my custody or control, or in the possession or custody of any person in trust for me, or for my use, benefit, or advantage.
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\* \* \* Where under any division the petitioner has no property, the word "None" to be entered.

**Property in Reversion, &c. Places—Pensions—Rights and Powers.**

N. B. Contingent as well as vested interests must be entered.

	Real and personal estates and effects, in which I have any interest in reversion, remainder, or expectancy.	Supposed value of my interest if one to be sold.
1. <i>Interest in Land.</i>	Freehold, copyhold, and leasehold property, with names and descriptions of persons now enjoying the same, and the annual value thereof; also the nature of my interest therein, and from whom, and in what manner it is derived.	£ s. d.
2. <i>Personal Property.</i>	Personal property, with names and descriptions of persons now enjoying the same; also the nature of my interest therein, and from whom, and in what manner it is derived.	
3. <i>Property in the Funds, Annuities, Shares, &amp;c.</i>	Annuities, money in the public or other funds, shares in canal and other companies; showing in whose names the same are standing, with names and descriptions of persons now enjoying the same; also the nature of my interest therein, and from whom, and in what manner it is derived.	

<i>Places and Pensions in Possession or Reversion.</i>	Places of benefit or advantage held by me, with the salaries, fees, and emoluments thereof; also all pensions and allowances in possession or reversion held by me or by any other person or persons for me or on my behalf, or of and from which I derive or may derive any benefit or advantage.	
<i>Rights and Powers.</i>	Rights and powers, which I or any other person or persons in trust for me, or for my use, benefit, or advantage, am or are in any manner seized or possessed of, or interested in or entitled unto, or which I or any other person or persons in trust for me, or for my benefit, have any power to dispose of, charge, or exercise for my benefit or advantage.	

**No. 2.****Interim Order for Protection from Process.**

In the Court of Bankruptcy,  
or In the ——— District Court of Bankruptcy,  
Held at ——— the ——— day of ——— 184—.   
In the matter of the petition of ———, of ———, in the ——— of ———, an insolvent debtor.

Be it remembered, That the abovenamed ——— having presented a petition to this honourable court under the provisions of an act of parliament passed in the parliament holden in the 5 & 6 Vict., intituled "An Act for the Relief of Insolvent Debtors," and such petition having been this day filed in court, a protection is hereby given to the said ——— from all process whatever, except as hereinafter mentioned, either against his person or his property of every description, which protection shall continue in force, and all process, except process for arresting or holding him in bail under the authority of a judge's order for that purpose, be stayed until the ——— day of ——— at ——— o'clock in the ——— being the time appointed for the appearance of the said ——— at the Court of Bankruptcy, Basinghall Street, London, [or at the ——— District Court of Bankruptcy, at ———] and for the first examination of the said ———, according to the form of the said act.

Signed ——— Commissioner.

*Renewal of Insolvent's Protection.*

In the Court of Bankruptcy,  
or In the — District Court of Bankruptcy.

Held at — the — day of — 184—.

I hereby renew the within order for the protection of the said — until the — day of — 184—, at this place —.

## No. 3.

*Final Order for Protection from Process, under 5 & 6 Vict. c. 116.*

In the Court of Bankruptcy, Basinghall-street, London,  
or In the — District Court of Bankruptcy.

Held at — in — day of — 184—.

In the matter of the petition of —, of —, in the — of —, an insolvent debtor.

Be it remembered, That the said — having presented his petition to this honourable court, under the provisions of an act of parliament, passed in the parliament holden in the 5 & 6 Vict. intituled, "An Act for the Relief of Insolvent Debtors;" and such petition having been duly filed in court, and the said petitioner having duly appeared and been examined, touching his debts, estate, and effects; and it appearing to the undersigned commissioner, upon the examination of the said petitioner upon oath, at the time and place above mentioned, that the allegations in the said petition, and the matters in the schedules thereunto annexed, are true, and that the debts of the said petitioner were not contracted by any manner of fraud, or breach of trust, or by reason of any prosecution against the petitioner, whereby he was convicted of any offence, or without having, at the time of becoming indebted, reasonable assurance of being able to pay such debts, and that such debts were not contracted by reason of any judgment in any proceeding for breach of the revenue laws, or in any action for breach of promise of marriage, seduction, criminal conversation, libel, slander, assault, battery, malicious arrest, malicious suing out a fiat in bankruptcy, or malicious trespass, and that the petitioner has made a full discovery of his estate, effects, debts, and credits, and has not parted with any of his property since the presenting of his petition; a final order is hereby made for the protection of the person of the said petitioner from all process, and for the vesting of his estate and effects in — the official assignee, named by the undersigned commissioner for that purpose, together with — the assignee, (or assignees), this day here chosen by the majority in number and value of the creditors, attending before the undersigned commissioner; and for carrying into effect, in the following manner, the proposal of the petitioner, for the payment of his debts, that is to say [if any special order is made as to the retention of tools of trade, bedding, wearing apparel, or other matters, insert it here, or on the back of the sheet].

And it is hereby ordered that £ — be allowed for the support of the said petitioner, out of his estate and effects.

Signed — Commissioner.

*Examination on final Order under 5 & 6 Vict. c. 116.*

In the Court of Bankruptcy, Basinghall-street, London,  
or In the District Court of Bankruptcy.

— day of — 184—.

In the matter of —, an insolvent debtor.

Memorandum.—That the said — having presented his petition to this honourable court under the provisions of an act of parliament passed in the parliament holden in the 5 & 6 Vict., intituled "An Act for the Relief of Insolvent Debtors," and such petition having been duly filed in court, and the said petitioner being come before me — Esq., a commissioner of the Court of Bankruptcy, in order to make a full and true discovery and disclosure of his estate and effects, pursuant to notice in the London Gazette for that purpose given, and being sworn and examined at the time and place above mentioned, upon his oath saith, that the several allegations in the petition above named, and the several matters in the schedules thereunto annexed, are true, and that the debts of this deponent were not contracted by any manner of fraud or breach of trust, or by reason of any prosecution against this deponent, whereby he was convicted of any offence, or without having, at the time of becoming indebted, reasonable assurance of being able to pay such debts, and that such debts were not contracted by reason of any judgment in any proceeding for breach of the revenue laws, or in any action for breach of promise of marriage, seduc-

tion, criminal conversation, libel, slander, assault, battery, malicious arrest, malicious suing out a fiat in bankruptcy, or malicious trespass, and that this deponent has, in his said schedules, made a full discovery of all his estate, effects, debts, and credits, and has not parted with any of his property since the presenting of his petition.

## SCHEDULE B—No. 1.

*Advertisement of Filing Petition, and day for Hearing, and first Examination of Petitioning Debtor under 5 & 6 Vict. c. 116.*

Whereas a petition of — in the county of — having been filed in the Court of Bankruptcy (or in the — District Court of Bankruptcy), and the interim order for protection from process having been given to the said — under the provisions of an act of parliament passed in the parliament holden in the 5 & 6 Vict., intituled "An Act for the Relief of Insolvent Debtors," the said — is hereby required to appear in court before — the commissioner acting in the matter of the said petition, on the — day of — next, at — o'clock in the — noon precisely, at the Court of Bankruptcy, Basinghall Street, London, (or at the — District Court of Bankruptcy, at —), for the purpose of being then and there examined — touching his debts, estate, and effects, and to be further dealt with according to the provisions of the said act.

All persons indebted to the said — or that have any of his effects, are not to pay or deliver the same but to — the official assignee, nominated in that behalf by the commissioner acting in the matter of the said petition.

## No. 2.

*Advertisement of Day fixed for the Sitting of the Court for making final Order, under 5 & 6 Vict. c. 116.*

In the matter of the petition of — of —

Notice is hereby given, That — the commissioner acting in the matter of this petition, will proceed to make a final order thereon at the Court of Bankruptcy, Basinghall Street, London, or at the — District Court of Bankruptcy, at — in —) on — the — day of — at — o'clock in the — noon precisely, unless cause be then and there shewn to the contrary.

*Appointment of Official Assignee, under 5 & 6 Vict. c. 116.*

In the Court of Bankruptcy, Basinghall-street, London,  
or In the — District Court of Bankruptcy.

— day of — 184—.

In the matter of —, an insolvent debtor.

I hereby nominate and appoint — official assignee, to be an assignee, together with the assignee or assignees to be chosen by the creditors of the said insolvent.

— Commissioner.

— Deputy Registrar.

## NEW COURTS OF BANKRUPTCY.

The following Order in Council appeared in last night's *Gazette*:—Whereas by a statute, made at the Parliament holden in the fifth and sixth years of the reign of her present Majesty, intituled, "An Act for the Amendment of the Law of Bankruptcy," it was enacted, amongst other things, that it should be lawful for Her Majesty, after the passing of that act, by a commission or commissions under the Great Seal, to appoint as many persons as her Majesty should think fit, not exceeding twelve persons, being serjeants, or barristers at law, of not less than seven years' standing at the bar, to be Commissioners of the Court of Bankruptcy, in addition to the present Commissioners of the said court, to act in the prosecution of fiats in bankruptcy in the country; and that any one or more of such additional commissioners should and might form a District Court of Bankruptcy, for the purpose of the said act; and that every such court should be authorized to act in the prosecution of fiats in bankruptcy in the country, at such place, and in and for such district, as her Majesty, with the advice of her Privy

Council, should be pleased to direct; and that it should be lawful for her Majesty, with the advice aforesaid, to describe and, from time to time, to alter the limit and extent of every such district as to her Majesty should seem fit: and whereas her Majesty has appointed twelve additional Commissioners of the Court of Bankruptcy to act in the prosecution of fiats in bankruptcy in the country, and it is expedient to settle the districts in and for which such commissioners shall so act, and to describe the limit and extent of every such district; her Majesty is therefore pleased, by and with the advice of her Privy Council, to order and direct, and it is hereby ordered and directed, that, for the purpose of the said recited act, there shall be seven districts in the country, and that such several districts shall be called respectively by the names following, that is to say,

The Manchester District,  
The Leeds District,  
The Liverpool District,  
The Birmingham District,  
The Bristol District,  
The Exeter District, and  
The Newcastle-upon-Tyne District.

And it is hereby further ordered and directed, that district courts of bankruptcy shall be authorized to act in the prosecution of fiats in bankruptcy in the country, in and for such several districts, at the several places hereinafter in that behalf mentioned, that is to say,

In and for the Manchester District—at Manchester.

In and for the Leeds District—at Leeds.

In and for the Liverpool District—at Liverpool.

In and for the Birmingham District—at Birmingham.

In and for the Bristol District—at Bristol.

In and for the Exeter District—at Exeter.

In and for the Newcastle-upon-Tyne District—at Newcastle-upon-Tyne.

And it is hereby further ordered and directed, that the limit and extent of such several districts, for the purpose of the said recited act, shall be as hereinafter described, that is to say,

#### *Manchester District.*

The Manchester District shall comprehend all places included within, or to be considered as forming parts of, the northern division of the county of Chester, as the same is settled and described by a statute made at the Parliament holden in the second and third years of the reign of his late Majesty King William the Fourth, intitled "An Act to settle and describe the Divisions of Counties, and the Limits of Cities and Boroughs, in England and Wales, in so far as respects the Election of Members to serve in Parliament;" and all places included within, or to be considered as forming parts of, the northern division of the county of Derby, as the same is settled and described by the said last-mentioned act; and the following places in the county of Lancaster, that is to say,—Blackburn, Clitheroe, Lancaster, Preston, Ashton-under-Lyne, Bolton-le-Moors, Bury, Manchester, Oldham, Rochdale, Salford, Warrington, and Wigan; and also all other places locally situated in the said county of Lancaster, and which are on the eastern side of any of the several railways hereinafter mentioned, and commonly understood by the following names, that is to say,

The Grand Junction Railway,  
The North Union Railway, and

The Lancaster and Preston Junction Railway; or which are northward, eastward, or westward of Lancaster aforesaid, or westward or northward of the river Lune.

And it is hereby further ordered and directed, that the several places, in the said county of Lancaster hereinafter expressly named, shall include the place or places respectively which are comprehended within

the boundaries of every such place, as such boundaries are settled and described by the said last-mentioned act.

#### *Leeds District.*

The Leeds District shall comprehend all places locally situated in the county of York; and all places included within, or to be considered as forming parts of, the northern division of the county of Nottingham, as the same is settled and described by the said last-mentioned act; and all places locally situated in the parts of Lindsey, in the county of Lincoln.

#### *Liverpool District.*

The Liverpool District shall comprehend all places included within, or to be considered as forming parts of, the southern division of the county of Chester, as the same is settled and described by the said last-mentioned act; and all such places locally situated in the county of Lancaster as will not be included in the Manchester District hereinbefore described; and all places locally situated in any of the several counties in Wales hereinafter next mentioned, that is to say,—the county of Anglesea, the county of Carnarvon, the county of Denbigh, the county of Flint, the county of Merioneth, and the county of Montgomery.

#### *Birmingham District.*

The Birmingham District shall comprehend all places locally situated in any of the several counties hereinafter next mentioned, that is to say,—the county of Warwick, the county of Worcester, the county of Hereford, the county of Salop, the county of Stafford, and the county of Leicester, and all places locally situated in the parts of Kesteven and Holland, in the county of Lincoln; and all places included within, or to be considered as forming parts of, the southern division of the county of Nottingham, as the same is settled and described by the said last-mentioned act; and the town and county of the town of Nottingham; and all places included within, or to be considered as forming parts of, the southern division of the county of Derby, as the same is settled and described by the same act.

#### *Bristol District.*

The Bristol District shall comprehend all places locally situated in the county of Gloucester; and all places locally situated in the county of Monmouth; and all places included within, or to be considered as forming parts of, the eastern division of the county of Somerset, as the same is settled and described by the same act; and the county of the city of Bristol, and all places within the limits of the city of Bristol, as the same are described in the said last-mentioned act; and all places locally situated in any of the several counties in Wales hereinafter next mentioned, that is to say,—the county of Brecon, the county of Cardigan, the county of Carmarthen, the county of Glamorgan, the county of Pembroke, and the county of Radnor.

#### *Exeter District.*

The Exeter district shall comprehend all places locally situated in the county of Devon; and all places locally situated in the county of Cornwall; and all places included within, or to be considered as forming parts of, the western division of the county of Somerset, as the same is settled and described by the said last-mentioned act; and all places locally situated in the county of Dorset, excepting the several places in the same county hereinafter next mentioned, that is to say,—Poole, Winborn Minster, Blandford, Sturminster, and Shaftesbury; and excepting also all other places locally situated in the said county of Dorset, which are situated within the distance of one hundred miles from the General Post Office, in the city of London; and the several places hereinbefore and hereinafter next mentioned, that is to say, Pool and Shaftesbury, shall

include the place or places respectively which are comprehended within the boundaries of each such place, as such boundaries are settled and described by the said last-mentioned act.

#### Newcastle-upon-Tyne District.

And the Newcastle-upon-Tyne District shall comprehend all places locally situated in any of the several counties hereinafter mentioned, that is to say,—the county of Northumberland, the county of Durham, the county of Cumberland, the county of Westmoreland; and also the town of Berwick-upon-Tweed.

Provided always, and it is hereby further ordered and directed, that if any part of any county hereinbefore mentioned, which is detached from the main body of such county, but for which no sufficient provision is hereinbefore made, shall be surrounded by two or more counties, or divisions, or ridings, or parts, then every such detached part shall be considered as forming part of that county or division, riding or parts, with which such detached part shall have the longest common boundary.

And the Right Honourable the Lord High Chancellor of Great Britain is to give the necessary directions herein accordingly.

C. C. Greville.

#### London Gazette.

TUESDAY, NOVEMBER 1.

#### DECLARATIONS OF INSOLVENCY.

WILLIAM RAYNER and JOHN RAYNER, Uxbridge and Hillingdon, Middlesex, seed crushers.

WILLIAM RAYNER, Uxbridge, Middlesex, surgeon and apothecary.

JOHN RAYNER, Uxbridge, Middlesex, chemist and druggist.

#### BANKRUPTS.

EDMUND FENNELL and RICHARD FENNELL, Aldermanbury Postern, London, yarn merchants and yarn dealers, Nov. 7 at 12, and Dec. 13 at 11, Court of Bankruptcy; Off. Ass. Alsager; Sols. Hitchcock, Manchester; Johnson & Co., King's-bench-walk, Temple.—Fiat dated Oct. 19.

AUGUSTINE FRICOUR, St. Martin's-lane, hotel keeper and wine merchant, Nov. 11 at 12, and Dec. 13 at 1, Court of Bankruptcy; Off. Ass. Alsager; Sol. M'Duff, Castle-st., Holborn.—Fiat dated Oct. 26.

WILLIAM HOOPER, Great Queen-street, Lincoln's-inn-fields, carpet warehouseman, Nov. 14 at half-past 1, and Dec. 13 at 11, Court of Bankruptcy; Off. Ass. Turquand; Sols. Taylor & Collinson, 28, Great James-st.—Fiat dated Oct. 28.

DAVID LAWSON, Mary-le-bone-street, Piccadilly, woollen draper, Nov. 11 and Dec. 13 at 11, Court of Bankruptcy; Off. Ass. Johnson; Sol. Fildes, 3, Paper-buildings, Temple.—Fiat dated Nov. 1.

JAMES FRANCE, Manchester, cotton manufacturer, Nov. 11 and Dec. 13 at 2, Commissioners'-rooms, Manchester; Sols. Norris, Manchester; Fletcher, 22, Finsbury square.—Fiat dated Oct. 25.

JOSHUA WOOD, JAMES WOOD, JOSEPH WOOD, RICHARD WOOD, JOHN WOOD, and CHARLES WOOD, Denby-dale, Cumberworth, Silkstone, Yorkshire, fancy-cloth manufacturers, Nov. 10 and Dec. 13 at 9, George Hotel, Huddersfield; Sols. Wells, Bradford; Van Sandau & Cumming, King-st., Cheapside.—Fiat dated Oct. 25.

JOHN PLEASANCE STARLING, Blakeney, Norfolk, coal merchant, Nov. 10 and Dec. 13 at 10, Crown Inn, Fakenham; Sol. Jay, Norwich; Helme, 4, Raymond-buildings, Gray's-inn.—Fiat dated Oct. 11.

THOMAS SMITHSON, York, tobacconist, Nov. 10 and Dec. 13 at 10, Guildhall, York; Sols. Leaman, York; Johnson & Co., 7, Queen's-bench-walk, Temple.—Fiat dated Oct. 26.

#### MEETINGS.

William Nash, Oldbury, Shropshire, grocer, Nov. 23 at 12, Waterloo-rooms, Birmingham, last ex.—George South, Blackfriars-road, victualler, Nov. 22 at 12, Court of Bankruptcy, and ac.—Wm. Earle, Castle-st., Long-acre, hackneyman,

Nov. 22 at 11, Court of Bankruptcy, div.—William Hadnutt, William-st., Lambeth-marsh, carpenter, Nov. 24 at 12, Court of Bankruptcy, div.—Henry Robert Plaw, Riches-st., Lime-st., merchant, Nov. 22 at half-past 12, Court of Bankruptcy, div.—M. H. Bellemoite, Pomroy-st., Old Kent-road, manufacturing chemist, Nov. 24 at half-past 11, Court of Bankruptcy, fin. div.—Henry Johnson, Archer-st., Haymarket, sword cutler, Nov. 22 at 12, Court of Bankruptcy, div.—E. Mackintosh, Haymarket, army accoutrement maker, Nov. 22 at 11, Court of Bankruptcy, fin. div.—Dryden Elstob, Conduit-st., Bond-st., underwriter, Nov. 22 at half-past 11, Court of Bankruptcy, div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Nov. 25.

Francis Morrison, Devil's-bridge, Cardiganshire, inn and hotel keeper.—Thos. Neck, Oldbury, Shropshire, coal master.—John Haddock, Warrington, Lancashire, bookseller.—John Atkinson, Green-bank, near Kendal, Westmoreland, bobbin manufacturer.—Thos. Edgley, Manchester, Scotch and Manchester warehouseman.—Wm. Sager, Rochdale, Lancashire, wool dealer.—John Parbery, Northampton, saddler.—Stephen Elliott, Wakefield, Yorkshire, corn merchant.—H. W. Jackson, Haveshill, Essex, wine merchant.—Robert Blake, Bristol, tailor.—Wm. Fletcher, Birmingham, oil and colourman.—T. J. Fehr.—T. T. Glascock, Great Garden-st., Whitechapel-rd., copper merchant.—Jas. W. Braddick, Baptist-mills, Bristol, and Sodbury, Gloucestershire, tanner.—John Walker, Wardour-st., Oxford-st., appraiser.—F. Gautier, Gould-square, Crutched-friars, merchant.

#### FIAT ANNULLED.

Edmund Fennell and Richard Fennell, Aldermanbury Postern, London, warehousemen.

#### INSOLVENT DEBTORS.

Saturday, Oct. 29, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

Joseph Beard, Ipswich, Suffolk, plumber, No. 60,200 C.; James Collins, assignee.—Stockdale Herring, Bradford, Yorkshire, flour dealer, No. 60,938 C.; J. O. Burnley, assignee.—Jas. Mann, Sheffield, spring-knife-blade forger, No. 60,898 C.; John Thompson and Wm. Earnshaw, assignees.—John Collins, St. Florence, Pembrokeshire, gentleman, No. 59,486 C.; James Peters, assignee.—W. T. Appleyard, Clayton, near Bradford, Yorkshire, weaver, No. 60,602 C.; Jas. Pearson, assignee.—Thomas Owen, Kilsbury, Llanboidy, Carmarthenshire, farmer, No. 59,791 C.; David Phillips and Benj. Adams, assignees.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Nov. 22, at 9.

Wm. Fred. Wallett, Woolwich, comedian.—Jos. Cooper, Upper Ebury-street, Pimlico, plumber.—Wm. Shaw, Hertford-road, Kingsland, carpenter.—Wm. Allanson, Paris-street West, Stangate, Lambeth, cabinet maker.—Jas. Hill, Winley-st., Oxford-st., porter.—Thos. Parkin, Davies-st., Berkeley-sq., saddler.—John Baillie, Charlton-pl., Great Dover-rd., Southwark, engineer.—Catherine Maria Forde, Eagle-street, City-rd., actress.—Geo. Prestage, Husband-st., Broad-st., Golden-sq., stone mason.—Jos. Brown, Regent-st., Horseferry-rd., Westminster, grocer.—Geo. Wilson, Dorset-pl., Pall-mall East, coachman.—Sam. Aylott, Charles-st., Commercial-rd., out of business.

Nov. 24, at the same hour and place.

Pietro Antonio Dubini, Little Saffron-hill, Hatton-wall, Hatton-garden, barometer frame maker.—John Waller, Prospect-row, Bermondsey, linen draper.—Frederick Wilkes Lunden, City-road, Finsbury-square, chemist.—William Woodford, Southampton-street, Camberwell, carpenter.—Dedrick Brown, North-pl., Love-lane, Wandsworth, blacksmith.—Thos. Sprinks, St. Paul's-terrace, Camden-town, bricklayer.—Rich. Parsons, Wardour-st., Soho, teacher of music.—Thos. Ellis, Cole-st., Swan-st., Newington, shoe maker.—Wm. Jermy, Providence-row, Finsbury-sq., tailor.—J. Maltings, Harmondsworth near Hounslow, blacksmith.—William Winder, Gray's Inn-lane, licensed victualler.—Wm. Roberts, Paddington-st., Mary-le-bone, dealer in millinery.

Court-house, CARMARVON, (County), Nov. 23 at 10.

Pierce Williams, Erw Llanbeblig, farmer.—Hen. Hughes, Velinbell, near Bangor, shopkeeper.—Wm. Evans, Ysgybor-

ham, Maentwrog, farmer.—*Rich. Williams*, Pwllheli, draper.—*Wm. Shewe Byran*, Carnarvon, printer.—*J. Thomas*, Carnarvon, carrier.

**Court-house, BSAUMAURIS, Isle of Anglesey, Nov. 22 at 10.**  
—*Thos. Williams*, Llangoianaw, labourer.—*J. Jas. O'Donnell*, Llandrygarn, land surveyor.

**Court-house, WELLS, Somersetshire, Nov. 23 at 10.**  
*Wm. Evans Wookey*, Wrington, out of business.—*Hugh Mortimer*, Holway, near Taunton, farmer.—*Jas. Marsh*, Bath, pork butcher.—*Jos. Emery*, Wells, surgeon.—*W. Saunders*, Wells, grocer.—*May Flower*, Litton, shoemaker.—*Rob. Milford*, Long Ashton, servant.—*Jas. Taunton West*, Frome, out of employ.—*Nathan Hawkins*, Buckland St. Mary, farmer.—*Ellis Cooper*, Atherton, Whitelackington, widow.—*Edwin Calcutt*, Dinghurst, beer seller.—*Chas. Hawkins*, Hunstapill, farmer.—*T. White*, Glastonbury, shoe maker.—*W. Spriggs*, Milbourne-port, glover.—*Jas. Burrell*, Bath, victualler.—*R. Beadon Bradley*, Thurlington, clerk.

**Court-house, SHREWSBURY, Shropshire, Nov. 24 at 10.**  
*Wm. Jenks*, Coalbrook-dale, millwright.—*Wm. Evans*, Whitechurch, servant.—*Thos. Griffiths*, Whitechurch, farming labourer.—*T. Wilding*, Shrewsbury, butcher.—*R. Almond*, Wixhall, farmer.—*J. Edwards*, Shrewsbury, mercer.—*John Boulton*, Cotton, near Wem, castrator.—*J. Webb*, Wellington, joiner.—*J. Tert*, Old-park, near Wellington, blacksmith.—*S. Pichen*, Wellington, collier.—*J. Cooper*, Stoke-upon-Trent, sawyer.—*Wm. Poole*, Wellington, butcher.—*R. Plant*, Wellington, collier.—*J. Bennett*, Wellington, shoe maker.—*John Clawley*, Wellington, sawyer.

#### INSOLVENT DEBTORS' MEETING.

*Jas. Cairns*, Penn, Kingston-upon-Hull, shipwright, Nov. 10 at 11, George the Fourth Inn, Kingston-upon-Hull, ch. as.

#### FRIDAY, NOVEMBER 4.

##### DECLARATIONS OF INSOLVENCY.

**THOMAS ETHERIDGE**, Hoxton Old-town, dyer.  
**EDMUND LANE**, Cirencester, Gloucestershire, edge-tool maker.

**RICHARD LINDON**, Snapes, Marlborough, Devonshire, corn factor.

##### BANKRUPTS.

**ISAAC HAGUE**, **WILLIAM MILLAR**, and **WILLIAM THOMPSON GRANT**, New Crane Iron Works, Wapping-wall, engineers, millwrights, machinists, ironfounders, and boiler makers, Nov. 11 at half-past 11, and Dec. 16 at half-past 12, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Heathcote & Holman, Coleman-st.—Fiat dated Oct. 31.

**JOHN BEAUMONT**, Tottenham-court-road, apothecary, chemist, and druggist, Nov. 11 at 1, and Dec. 16 at 12, Court of Bankruptcy: Off. Ass. Whitmore; Sols. Gregson & Kewell, Angel-court, Throgmorton-street.—Fiat dated Nov. 3.

**SIMON DAVIS**, Church-lane, Whitechapel, linen draper, Nov. 11 at 12, and Dec. 16 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Lloyd, Cheapside.—Fiat dated Nov. 1.

**HENRY STEPHEN WINTER**, Regent-st., milliner, Nov. 12 and Dec. 16 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Tarrant, 24, Walbrook.—Fiat dated Nov. 1.

**JAMES BROWN** and **ROBERT HUMPHREYS BARRETT**, High-st.-place, White Horse-lane, Stepney, manufacturers of ship controllers, machinists, and professors of mechanics, Nov. 16 and Dec. 16 at 11, Court of Bankruptcy: Off. Ass. Lakington; Sol. Tritton, Three Crown-sq., Southwark.—Fiat dated Nov. 3.

**WILLIAM WHAPSHOTT**, Crosby-row, King-st., Southwark, engineer, millwright, and retailer of beer, Nov. 12 and Dec. 16 at 12, Court of Bankruptcy: Off. Ass. Gibson; Sol. Silvester, 19, Great Dover-st., Newington.—Fiat dated Oct. 31.

**JOHN MUDDILL**, Freeman's-st., Cheapside, wine merchant and tavern keeper, Nov. 19 at 1, and Dec. 16 at 11, Court of Bankruptcy: Off. Ass. Groom; Sol. Watson, 36, Lincoln's-inn-fields.—Fiat dated Nov. 3.

**SAMUEL ASPINWALL GODDARD** and **RICHARD HILL**, Birmingham, merchants, Nov. 11 and Dec. 16 at 1, Waterloo-rooms, Birmingham; Sols. Tyndall & Son, and Arnold & Co., Birmingham; Rowland & Young, White Lion-court, Cornhill.—Fiat dated Nov. 1.

**JOSEPH HALL**, Winsford, Cheshire, grocer and druggist Nov. 11 and Dec. 16 at 11, Crown Hotel, Northwich; Sols. Wagstaff & Co., Warrington; Sharpe & Co., 41, Bedford row.—Fiat dated Oct. 27.

**JOHN SORBY**, Sheffield, steel manufacturer, Nov. 17 at Dec. 16 at 12, Town-hall, Sheffield; Sols. Unwin, Sheffield; Danon, 70, Chancery-lane.—Fiat dated Nov. 2.

**HENRY MILES**, Southampton, woollen draper and trader Nov. 10 and Dec. 16 at 1, Dolphin Inn, Southampton; Sols. Dods & Linklater, 111, St. Martin's-lane, Middlesex.—Fiat dated Oct. 17.

#### MEETINGS.

*Thos. Chapman, jun.*, Chancery-st., Tottenham-court-road and Great George-st., Euston-sq., dairyman, Nov. 14 at 1 Court of Bankruptcy, last ex.—*John Mills*, London-wall, coal carrier, Nov. 14 at 12, Court of Bankruptcy, last ex.—*J. Elliott*, Liverpool, wine merchant, Nov. 7 at 10, Clarence rooms, Liverpool, last ex.—*Thos. Hen. Monday*, Fore-street Cripplegate, bookseller, Nov. 26 at half-past 1, Court of Bankruptcy, aud. ac. and div.—*Wm. Mills*, Caterham, Surrey, innholder, Nov. 26 at 2, Court of Bankruptcy, aud. ac. and div.—*Wm. Kempster*, South Weald, Essex, innkeeper, Nov. 2 at 11, Court of Bankruptcy, aud. ac. and div.—*Lewis De lacher*, Old Burlington-st., Westminster, dealer in pictures Nov. 26 at 1, Court of Bankruptcy, aud. ac. and div.—*W. Nicholls*, Adam's-mews, Edgeware-road, livery-stable keeper Nov. 14 at 12, Court of Bankruptcy, div.—*Edward Stringer* Poplar, publican, Nov. 25 at 1, Court of Bankruptcy, div.—*Jos. Clay*, Dewsbury, Yorkshire, draper, Nov. 25 at 12, Court of Bankruptcy, div.—*Rich. Palliser*, Moorgate-st., London saddler, Nov. 26 at 12, Court of Bankruptcy, div.—*John L. Shepherd* and *Hen. Drew*, Southampton, innkeepers, Nov. 11 at 2, Star Hotel, Southampton, aud. ac.; at 3, fin. div.—*A. Alder*, Brimscombe, Gloucestershire, cloth factor, Nov. 8 at 12, King's Head Inn, Cirencester, div.—*Wm. Miles* and *Jos. Dawkins*, Southampton, shoemakers, Nov. 11 at 3, Star Hotel, Southampton, fin. div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shown to the contrary, on or before Nov. 25.*

*Wm. Williams*, Bristol, builder.—*Thomas Jas. Fehr*, Birmingham, draper.—*John Clark*, Huttoft, Lincolnshire, cotton winder.—*Eliza Oldham* and *Thomas Oldham*, Chalford and Cheltenham, Gloucestershire, builders.—*F. Britten*, Bristol, woollen draper.—*John Bratton*, Drayton in Hales, Shropshire, tanner.—*John Boon*, Burslem, Staffordshire, ironmaster.—*J. Caparn*, Riddings, Alfreton, Derbyshire, common brewer.—*John Dillon*, Hereford, brasser.—*Thos. Lewis*, Lincoln, hotel and tavern keeper.—*John Broadberry*, North Collingham, lime dealer.—*Geo. Noble*, Biddick, Durham, ship builder.—*Rich. Pullen*, Selby, Yorkshire, flax merchant.—*John Smith*, Nottingham, joiner.—*Samuel Phillips*,—*Hen. Lacy*, Liverpool, bookseller.—*Edw. H. Hughes*, Wrexham, Denbighshire, licensed victualler.—*Dav. Buglass*, Sunderland, Durham, victualler.

#### FIAT ANNULLED.

*John Mitchell*, Godalming, Surrey, butcher.

#### PARTNERSHIPS DISSOLVED.

*John James*, sen., and *John James*, jun., Newham, Gloucestershire, attorneys and solicitors.—*Peter Stringfellow* and *Rich. Fowler*, Chorley, Lancashire, solicitors.

#### SCOTCH SEQUESTRATIONS.

*Wingate Robertson*, Stranraer, banker.—*Charles M. Lyle* and *Son*, Kilmorich, Perthshire, distillers.—*Gardiner* and *Macedonald*, Glasgow, carriers.—*David Fenton*, Renfrewville, farmer.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Nov. 25 at 9.*

*Mary Riley*, King-st., Regent-st., lodging-house keeper.—*Jacob Goecher*, Enfield, butcher.—*Hen. Fetherston*, Edwards-st., Whitmore-rd., Hoxton, furniture broker.—*Thos. Venables*, Oxford-terrace, Edgeware-rd., surgeon.—*S. George*, Boston-st., Dorset-sq., baker.—*Rob. Biggar*, Grange-road, Bermondsey, out of employ.—*Wm. Jas. Cork*, West-lane, Rotherhithe, out of business.—*John Hurlock*, Union-gardens, Kingsland-road, labourer.—*Phyllis Cornelia Balmis*, Southampton-row, Russell-sq., widow, no business.—*Wm. Kable*, Titchfield-st., Dean-st., Soho, carpenter.—*Jos. Goecher*, Huddesdon, Hertfordshire, butcher.—*Thos. Brown*, Duke-street, Lisson-grove, coachmith.

Nov. 28, at the same hour and place.

*J. Williams*, Arlington-st., St. John-st.-rd., officer in her Majesty's excise.—*J. Walker*, Allen-st., Hercules-buildings, Lambeth, oven builder.—*John Men*, Carlton-st., Regent-st., wine agent.—*Wm. Bell*, Woodbridge-st., Clerkenwell, cabinet maker.—*Jos. Haynes*, East-st., Red Lion-sq., upholsterer.—*Hos. Allen*, Great Wild-street, Lincoln's Inn-fields, green grocer.—*Rich. Edgar Sanders*, Millman-st., Bedford-row, attorney's clerk.—*T. Baker Seppings*, Salmon's-lane, Lime-house, beer-shop keeper.—*Amos Heath*, Old-town, Croydon, out of business.—*Alex. Duncan*, Woolwich, ship carpenter in her Majesty's dock yard.—*Thos. Turnpenny*, Vaughan-terrace, Eagle-walk, City-road, printer.—*F. M. Lockhart*, Lloyd-sq., Pentonville, in no business.

**Court-house, CHESTER, (County), Nov. 15 at 10.**

*Thos. L. Fletcher*, Seacombe, Cheshire, out of business.

**Court-house, DOLGELLY, Merionethshire, Nov. 25 at 10.**

*John Hughes*, Tyddynacin, Truwysydd, farmer.—*L. Jones*, Petniog, quarryman.—*John Jones*, Llechweddystred, Llangower, farmer.

**Court-house, OLDBURY, Shropshire, Nov. 26 at 10.**

*Saml. Butler*, West Bromwich, miner.—*Evan Parry*, West Bromwich, builder.

**Court-house, BIRMINGHAM, Warwickshire, Nov. 28 at 10.**

*George Evans*, Birmingham, out of business.—*J. Bloomer*, Edgbaston, writing clerk.—*Mary Ann Norton*, Birmingham, out of business.—*Jos. Turner*, Upper Priors, carpenter.—*J. Bell*, Birmingham, out of business.—*Wm. Skorthouse*, Birmingham, butcher.—*Wm. Jones*, Birmingham, cordwainer.—*Jo. Collins*, Wolverhampton, Staffordshire, retail brewer.—*Ben. Robathan*, Birmingham, jeweller.—*Robert Cumming*, Birmingham, out of business.—*Wm. Dingley*, Bilston, Staffordshire, out of business.—*John Clarke*, Birmingham, coach-harness plater.—*Samuel Beckett*, New Inkleys, Birmingham, builder.—*Wm. Turner*, West Birmingham, tailor.—*Edward Steward*, Oldham, Shropshire, boat builder.—*John Jordan*, Birmingham, butcher.—*Wm. Wilder*, Bulsall-heath, juxta Birmingham, gilt-toy maker.—*John Wedge*, Oldbury-green, grocer.—*Thomas Smith*, Brierly, near Bilston, Staffordshire, coal dealer.—*John Burrell*, Birmingham, commercial traveller.—*Geo. Jeffs*, Birmingham, fruiterer.

**Court-house, BODMIN, Cornwall, Nov. 28 at 10.**

*Francis James*, Probus, labourer.—*F. T. Fox*, Falmouth, auctioneer.—*A. Richards*, Paul, fisherman.—*H. J. Boase*, Penzance, butcher.—*Saml. Mitchell*, Ludgvan, carpenter.—*Wm. Westlake*, St. Dominic, ironmonger.

**Court-house, WELSH POOL, Montgomeryshire, Nov. 28 at 10.**  
*Charles Jones*, Pool, cooper.—*Edw. Hughes*, jun., Llanidloes, animal manufacturer.

**INSOLVENT DESTON'S MEETING.**

*Thomas Yenns*, Bailey Pound, St. Briavells, Gloucestershire, farmer, Nov. 21 at 12, Collins's, Ross, sp. aff.

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# The Jurist

No. 305.

LONDON, NOVEMBER 12, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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## NOTICE TO CORRESPONDENTS.

We have been but very lately enabled to apply ourselves to the perusal of a considerable quantity of Correspondence addressed to us as Editors of THE JURIST, to which, till now, the pressure of other occupations had prevented our devoting the necessary portion of attention. The observations of some of our Correspondents, addressed to us on general subjects of legal inquiry, will we trust furnish us at some future period with materials for useful comment in THE JURIST; but many of the papers which are now before us, consist of inquiries which would properly be the subject of cases to be laid before counsel. We shall be always highly gratified, if any information contained in our pages in general essays on practical subjects, happens to apply to matters coming under the professional notice either of our subscribers or of casual readers; but we think it will be apparent to our Correspondents, when their attention is called to the point, that, firstly, it cannot be in our power to devote that portion of time to answering purely professional questions, which would enable us to give legal opinions of any value. And secondly, that if we could devote sufficient time to that object, we should yet be precluded by considerations of respect for the well-founded and wholesome usages of the profession, from advising in a manner which would undoubtedly be, and be considered, irregular and unprofessional. We therefore feel it our duty to state, in order to prevent Correspondents from placing us henceforth in the painful position of appearing uncourteous, that to all inquiries having the character of cases occurring in business, we are unable to reply in the columns of THE JURIST.

Our attention having been called to the Order in Council, defining the Country Districts in Bankruptcy, published in our Number of last week, we regret to find that an omission was made, in the hurry of publication, in that part of the Order relating to the "Bristol District." It should have been as follows:—

"The Bristol District shall comprehend all places locally situated in the county of Gloucester, and all places locally situated in the county of Monmouth, and all places included within or to be considered as forming parts of the Northern Division of the county of Wills, as the same is settled and described by the said last-mentioned Act, and all places included within or to be considered as forming parts of the Eastern Division of the county of Somerset, as the same is settled and described by the same Act. And &c." (as published last week).

In the Easter District Wimborn is printed for Wimborn.

LONDON, NOVEMBER 12, 1842.

OUR readers will recollect that when the recent Lunacy Act (5 & 6 Vict. c. 84) was under discussion, and when it had passed into law, we offered some comments upon the introduction of a measure which appeared to us to be benevolently conceived, and wisely executed. The Act by itself merely, however, so far as it concerns the management of the property of persons found lunatic, created machinery for effecting reform, and armed the Chancellor with the necessary powers for setting that machinery in motion; and without Orders for regulating the functions and proceedings of the Commissioners, the Act would have done little beyond appointing standing Commissioners for taking inquiries, instead of fluctuating ones. Accordingly, the Lord Chancellor has issued certain Orders, bearing date the 27th ult., for carrying into effect in practice the improvements provided for by the Act, in relation to the management of lunatics and their estates after the inquiry.

It will be observed, that, by the 2nd and 3rd Orders, the inquiries and business concerning the estates of lunatics, hitherto conducted in the Master's Office, are transferred en masse, both as to present and future business, to the office of the Commissioners in Lunacy, except as to certain inquiries under the 1 Will. 4, c. 60, and except when the Lord Chancellor shall otherwise specially direct. Although, therefore, all the inquiries hitherto the subject of an order of reference to the Master will now go on in the Commissioners' Office, it seems clear that parties will be at liberty to apply to the Lord Chancellor for a special order of reference to the Master. But as the whole scheme of the Act and of the General Orders of the 27th October, is obviously to transfer all the business of ordinary inquiries from the Court and the Masters to the Commissioners, it is apprehended, that, to obtain a special order, it will be

requisite to shew very special grounds to the Court why an inquiry should not be conducted in the Commissioners' Office; and it may be presumed also, that the party making such an application to the Court, will do so in general at the risk of costs, as it would be too much to suppose that the Court will lightly allow the costs of a special application to come out of the estate, when it has, by its General Order, declared the proper course to be, in general, to let the inquiry go on at once in the Commissioners' Office.

The most important of the New Orders, as regards the economy of lunacy proceedings, are the 9th, 10th, and four following ones, by which it will be perceived that all that source of expense which was formerly founded on the necessity of a distinct order of reference for every separate trifling inquiry, is at one blow swept away. The Act and the Orders alluded to constitute, in fact, now a general order of reference to the Commissioners from the date of the inquisition, (9th Order), touching all the matters which ordinarily call for inquiry, viz. who are the heirs or next of kin; the situation in life of the lunatic, and his fortune; who is a proper person to be the committee; by whom the lunatic has been maintained; what is a proper allowance for him; &c. The great improvement which is thus effected by a few very simple Orders, is too obviously manifest to require much comment. It was indeed most absurd, that it should be necessary to present a petition to a person of such high and multifarious functions as the Chancellor, and to waste two or three times a week a full hour of the time of the highest Court in the kingdom, with all the array and expense of counsel appearing, not only for the petitioner, but for every party interested, on some such difficult question, as whether a farm of the lunatic's, being out of lease, should be let, or whether a house, becoming injured by neglect, should be repaired; and that, not to have the opinion of the Court on the matter in question, and its order to do at once what was right, (for on the preliminary petition for an order of reference no such opinion was ever either asked or given), but merely to obtain the Chancellor's order to the Master to hear the parties, and inquire and report what was fit to be done. In other words, it being plain to every one that something was to be done, and it being plain that the Master, or some similar functionary, must inquire and inform the Chancellor what in particular was fit to be done, it was considered necessary in lunacy practice, in every separate case, to ask the Chancellor to permit the Master to be asked what was fit to be done; and this solemn mummery was to be at an expense to the unfortunate lunatic of sums varying from 10*l.* to 100*l.*, or perhaps more, according to the nature of the case and the number of parties required to appear. When such things are abolished, men begin to marvel that they should ever have been tolerated, and indeed it does seem singular that, in this age of simplification, it never should have occurred to any one before, that such a general order of reference as that contained in Lord Lyndhurst's New Orders, would answer the same purpose as making in each separate case a separate order, which was almost always as of course.

It is to be observed, however, that by the New Orders the Commissioners are not invested with any authority

in general to "order;" they are only to "inquire and report;" and therefore it would seem that the practice, as to requiring an application to the Court for an order to confirm the report, will remain as it was before. Hence the double object will be obtained of preventing unnecessary expense to the lunatic by making a useless preliminary application to the Chancellor, and of preserving to him the protection of the Court, by allowing no material order to be made except under the authority and surveillance of the Court itself.

Another considerable economy both of time and money in the proceedings will be obtained by the 17th Order, providing that in drawing orders in lunacy, no part of the statements in the petition be recited, but only the prayer; and that no part of the Commissioner's report be stated in any order except the finding of opinion; and any mischievous consequence which might be apprehended from the grounds of the order not appearing, is provided against, by its being required that before the order shall be passed, the original petition shall be filed with the Secretary of Lunatics.

On the whole, the New Orders appear to us to be extremely simple and clear, and admirably adapted to carry out one of the objects of the Act, viz. the saving of time and expense in conducting the business of a lunatic's estate under the protection of Chancery, after he shall have been found a lunatic. That the emoluments of both branches of the profession in conducting lunacy business will be much curtailed by these orders is most manifest; nevertheless we firmly believe that to no class of persons will the change be more acceptable than to the members of the legal profession, to whom we are well persuaded that no portion of their practice has been hitherto more mixed with feelings of pain and disgust, than that which consisted in transacting business, useless in fact, though necessary in point of form, at the price of loss, and perhaps even suffering and privation; to those whose helpless condition made them most stand in need of a careful and guarding hand.

We have much pleasure in inserting some observations forwarded to us on the subject of a paper which appeared in a former number of THE JURIST, (ante, p. 387), on the question—What is the effect of the 1 Vict. c. 26, s. 33, on the doctrine of lapse? Our correspondent, after stating the 33rd section, and alluding to the difference of opinion which has existed among the learned on the effect of it, proceeds thus:—

"In a previous number of your publication is contained a well-written argument on this subject, though I imagine not exactly correct in its tendency. The reasoning is as follows: that the naked expression at the close of the disputed section, that the devise shall take effect as if the death of such person had happened immediately after the death of the testator, confirms the decision of the candid inquirer to the former theory, (viz. that adopted by Mr. Jarman and Sir E. Sugden), unless he means in effect to contradict the statute, because, as he argues, 'if the child of a testator, being a devisee or legatee under his will, had survived the testator, it is incontestable that the will of such devisee or legatee would have passed the subject of the devise or legacy to him; and what the statute appears to do is, to create by its force an imaginary state of circumstances, and then to say that such effects shall take place, as if that imaginary state of circumstances were

real. It says that the devise or legacy shall take effect, as if the devisee or legatee had survived the testator. Now, if it be held that the will of a devisee or legatee predeceasing the testator, under the circumstances referred to in the 33rd section, does not comprise in it and pass the subject of the gift, that is, in effect, to contradict the statute and to say that the gift shall not take effect, as if the donee had survived the testator; because, one of the effects of his actually so surviving would be, that his will would comprise and pass it.

"However plausible this reasoning may appear, yet these words do not convey to my mind the necessary conclusion that their intention was to confer upon the devise of a living testator the power of disposing of the subject of such devise; but rather, that, the real intention of the section being to protect the issue, it has scrupulously avoided the danger (which was doubtlessly foreseen by its learned compiler) of such a construction; and that by the judicious insertion of the most important word *immediately*. Taking the same mode of argument as the learned contributor, I contend, that, as it cannot be denied, that, if a child of a testator who had also an interest in his parents' will had, *before the passing of this act*, departed this life *immediately* after the decease of such parent, the issue of the departed child would have had a perfect title to the property which was vested in the devisee before his death,—then, as the section distinctly affirms this to be its intention, what reason can there be for any ingenious or artificial arguments to thwart that intention, and to make the statute contradict itself? It has the effect as though the section had clearly asserted, that it should 'take effect as if the death of such person had happened *immediately* after the death of the testator, *before any time could have elapsed in which a will could have been made and executed*.' If this is not the construction, why was the word *immediately* inserted in the section at all? for, if it was placed there for any definite purpose, I cannot conceive of any other than the one here stated. But, truly, if the intention of the statute was to give a disposing power, that intention would have been much more apparent had the word *immediately* been entirely omitted.

"By the former construction, another principal and unavoidable objection occurs, viz. that the 33rd section cannot be thus understood without involving a direct contradiction of the 3rd section, which only empowers a testator to pass such interest by will as he may be entitled to at the time of his death. The onus probandi, therefore, that a devisee is *entitled* to his legacy before the death of the deviser, is imposed upon Mr. Jarman and Sir Edward Sugden, or they must admit, that a statute in one section may not only be permitted to revoke what it has said in a previous one, but actually to confirm an entirely opposite principle, which is preposterous. And I would ask here also, if the former construction is the intention of the Legislature, would not sect. 3 have contained an express proviso, allowing of the devise of property in a person whose right to that property has not accrued, provided he had issue living at the time of such devise? By the simple construction here suggested, the injurious effects of the former theory are avoided, the statute is preserved from self-contradiction, and the intention of the act (as acknowledged by the contributor) is better carried out. With these few remarks, I submit it to the readers of this excellent Journal, which is the true intention of the Legislature, and whether that intention has not been very clearly expressed."

The argument of our correspondent seems entirely to turn on the word "*immediately*" introduced in the 33rd section of the Wills Act, and is certainly the most subtle that can be well imagined. Perhaps, in its strictest sense, the word "*immediately*" may mean, without the

interposition of any measurable portion of time; though it would be a strange presumption to suppose the Legislature to have intended to use it in that most unusual sense, when it would have been so easy to have expressed such meaning, if it existed, by words incapable of being misconstrued. But at any rate, the words "*immediately after*," cannot mean without the intervention of any actual portion of time, for if they did, the death of the child would be not "*immediately after*," but co-eval with the death of the parent. It must therefore be intended, that the Act in the 33rd section contemplates the existence of some increment of time, however small, between the death of the parent and the death of the child; and if that be so, by what standard is the extent of that portion of time to be measured, and on what reasoning is it to be assumed that the Legislature meant some particular portion of time just long enough to make the death of the child subsequent, and just short enough to prevent the possibility of making a will? Indeed, what legal standard is there by which to measure the time requisite to make a will? Our correspondent, in order to sustain his very refined construction, is obviously driven to make the Legislature intend by the words "*immediately after*" a whole phrase, expressing quite a complex idea, viz. "*so short a time after the death of the parent as to constitute an existing portion of time, provided such portion of time shall be not sufficient to make a will*."

It occurs to me, that whatever may be the artificiality of our arguments in the observations alluded to, our correspondent surpasses us *toto cœlo* in that particular quality. And at any rate, whichever view is right in point of legal construction, it must be plain that a statute requiring such very refined modes of looking at it, to reconcile it with itself, cannot be pronounced to have clearly expressed its meaning. C. D.

## CIRCUITS OF THE COMMISSIONERS FOR THE RELIEF OF INSOLVENT DEBTORS.

### SPRING CIRCUITS, 1843.

#### MIDLAND CIRCUIT.

H. R. REYNOLDS, Esq., Chief Commissioner.

*Essex*, at Chelmsford, Tuesday, March 14.  
*Essex*, at Colchester, Wednesday, March 15.  
*Suffolk*, at Ipswich, Thursday, March 16.  
*Norfolk*, at Yarmouth, Saturday, March 18.  
*Norfolk*, (City and County), Monday, March 20.  
*Norfolk*, at Lynn, Thursday, March 23.  
*Suffolk*, at Bury St. Edmunds, Saturday, March 25.  
*Cambridgeshire*, at Cambridge, Monday, March 27.  
*Huntingdonshire*, at Huntingdon, Wednesday, March 29.  
*Northamptonshire*, at Peterborough, Thursday, March 30.  
*Rutlandshire*, at Oakham, Friday, March 31.  
*Lincolnshire*, (City and County), Monday, April 3.  
*Nottinghamshire*, (Town and County), Wednesday, April 5.  
*Derbyshire*, at Derby, Saturday, April 8.  
*Lichfield*, (County and City), Monday, April 10.  
*Staffordshire*, at Stafford, Tuesday, April 11.  
*Shropshire*, at Shrewsbury, Saturday, April 15.  
*Shropshire*, at Oldbury, Tuesday, April 18.  
*Warwickshire*, at Birmingham, Wednesday, April 19.  
*Warwickshire*, at Warwick, Saturday, April 22.  
*Coventry*, (City and County), Wednesday, April 26.  
*Leicestershire*, at Leicester, Thursday, April 27.  
*Northamptonshire*, at Northampton, Saturday, April 29.  
*Bedfordshire*, at Bedford, Monday, May 1.  
*Buckinghamshire*, at Aylesbury, Tuesday, May 2.

#### SOUTHERN CIRCUIT.

J. G. HARRIS, Esq., Commissioner.

*Berkshire*, at Reading, Wednesday, February 22.  
*Oxfordshire*, at Oxford and City, Friday, February 24.  
*Worcestershire*, (City and County), Tuesday, February 28.  
*Herefordshire*, at Hereford, Friday, March 3.

*Radnorshire*, at Presteigne, Monday, March 6.  
*Breconshire*, at Brecon, Wednesday, March 8.  
*Cardiganshire*, at Carmarthen and Borough, Friday, March 10.  
*Cardiganshire*, at Cardigan, Monday, March 13.  
*Pembrokeshire*, at Haverfordwest and Town, Wednesday, March 15.  
*Glamorganshire*, at Swansea, Friday, March 17.  
*Glamorganshire*, at Cardiff, Monday, March 20.  
*Monmouthshire*, at Monmouth, Wednesday, March 22.  
*Gloucestershire*, (City and County), Friday, March 24.  
*Bristol*, (City and County), Tuesday, March 28.  
*Somersetshire*, at Bath, Friday, March 31.  
*Somersetshire*, at Taunton, Monday, April 3.  
*Devonshire*, at Plymouth, Thursday, April 6.  
*Cornwall*, at Bodmin, Friday, April 7.  
*Devonshire*, at Exeter and City, Tuesday, April 11.  
*Dorsetshire*, at Dorchester, Saturday, April 15.  
*Southampton*, (Town and County), Tuesday, April 18.  
*Wiltshire*, at Salisbury, Wednesday, April 19.  
*Southampton*, at Winchester, Friday, April 21.

## NORTHERN CIRCUIT.

—, Esq., Commissioner.

*Yorkshire*, at Sheffield, Friday, February 10.  
*Yorkshire*, at Wakefield, Monday, February 13.  
*Kingston-upon-Hull*, (Town and County), Monday, Feb. 20.  
*Yorkshire*, (City and County), Wednesday, February 22.  
*Yorkshire*, at Richmond, Friday, February, 24.  
*Durham*, at Durham, Saturday, February 25.  
*Northumberland*, (Town and County), Tuesday, February 29.  
*Cumberland*, at Carlisle, Friday, March 3.  
*Westmorland*, at Appleby, Monday, March 6.  
*Westmorland*, at Kendal, Tuesday, March 7.  
*Lancashire*, at Lancaster, Wednesday, March 8.  
*Lancashire*, at Preston, Thursday, March 16.  
*Lancashire*, at Liverpool, Friday, March 17.  
*Cheshire*, (City and County), Monday, March 20.  
*Montgomeryshire*, at Welch Pool, Thursday, March 23.  
*Denbighshire*, at Ruthin, Saturday, March 25.  
*Merionethshire*, at Dolgelly, Tuesday, March 28.  
*Carnarvonshire*, at Carnarvon, Thursday, March 30.  
*Anglesey*, at Beaumaris, Saturday, April 1.  
*Flintshire*, at Mold, Tuesday, April 4.

## HOME CIRCUIT.

W. J. LAW, Esq., Commissioner.

*Kent*, at Dover, Monday, March 6.  
*Canterbury*, (City and County), Tuesday, March 7.  
*Kent*, at Maidstone, Wednesday, March 8.  
*Sussex*, at Horsham, Friday, March 24.  
*Hertfordshire*, at Hertford, Friday, March 31.

## CAUSE LISTS.—MICHAELMAS TERM, 6 VICT.

## Court of Common Pleas.

## NEW TRIALS.—MICHAELMAS TERM, 1842.

Pettitt v. Mitchell	*Turpin v. Bilton
Tebbs v. Barron	*Dodson v. Wentworth
Phillips v. Asfalo	*Fitt v. Cassanet
Lackington v. M'Lachlan	*Smith v. Boast
Gibson v. Bruce	*Harcourt v. Powell
De Medina v. Shrapnel	*Lindon v. Sharp
*Leake v. Loveday	Mortimer v. Cradock

Those marked with an asterisk (\*) are Country Causes; the rest are Town Causes.

N. B. The Court will proceed with the above on and after Monday next, special argument days excepted.

## SPECIAL PAPER.

Tuesday, Nov. 15, and Friday, Nov. 18.

**Lyon v. Haynes	*Grant v. Moses
*Edsall v. Russell	*Richardson v. Kensit
*Creswick v. Woodhead	*Harrison v. Heathorn
†Parker v. Marchant	*Alexander v. Townley

Those marked \*, are demurrers; thus \*\*, special verdicts; and thus †, cases from Chancery.

\*\* No judgments have yet been delivered.

## London Gazette.

TUESDAY, NOVEMBER 8.

## DECLARATIONS OF INSOLVENCY.

BENJAMIN LAURENCE, Crown-court, Old Broad-street, merchant.

THOMAS MURRAY, Bedford-street, St. Paul, Covent-garden, glass dealer.

JOHN BELL, Hereford, porter merchant and soda-water manufacturer.

THOMAS WEARE PROSSER, Hereford, tanner.

## BANKRUPTS.

EDWARD MASSEY and RICHARD LAMBERT, Watling-street, warehousemen, Nov. 18 and Dec. 20 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sols. Reed & Shaw, Friday-street, Cheapside.—Fiat dated Nov. 5.

JOHN BUTLER LODGE, Gerrard-street, Soho, and New Bond-street, bath proprietor, Nov. 21 and Dec. 20 at 11, Court of Bankruptcy: Off. Ass. Turquant; Sols. Turquant, 2, Copthall-buildings, Walters & Reeve, 36, Basinghall-st.—Fiat dated Nov. 2.

GEORGE JAMES MARSHALL, Wood-street, Cheapside, woollen warehouseman, Nov. 22 at 12, and Dec. 20 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sols. Van & Co., King-st., Cheapside.—Fiat dated Nov. 7.

JOSEPH LINDSEY, Plymouth, Devonshire, merchant, Nov. 19 and Dec. 20 at 11, Elliott's Royal Hotel, Plymouth: Sols. Edmonds, Plymouth; Elworthy, Plymouth; Surr, 80, Lombard-street.—Fiat dated Nov. 3.

JOHN OGDEN BURNLEY and JOHN AUTY, Heckmondwike, Birstall, Yorkshire, corn millers, Nov. 21 and Dec. 20 at 2, Commissioners'-rooms, Leeds: Sols. Bakewell, Wakefield; Scott, 25, Lincoln's-inn-fields.—Fiat dated Oct. 20.

JAMES MARCUS FRANCES, Gosport, Southampton, grocer and provision merchant, Nov. 11 at 9, and Dec. 20 at 12, Royal Oak Inn, Portsea: Sols. Ford, Portsea; Low, 65, Chancery-lane.—Fiat dated Nov. 2.

THOMAS ANDERSON GOODALL, Epworth, Lincolnshire, chemist and druggist, Nov. 11 and Dec. 20 at 4, White Hart Inn, Gainsborough: Sols. Farrow, Alford, Lincolnshire; Norris & Co., 19, Bartlett's-buildings, Holborn.—Fiat dated Oct. 25.

WILLIAM TOMKINSON, Stoke-upon-Trent, Staffordshire, wine and spirit merchant, Nov. 22 and Dec. 20 at 12, Castle Hotel, Newcastle-under-Lyme: Sols. Stanier, Newcastle-under-Lyme; Jones & Co., 1, John-street, Bedford-row.—Fiat dated Nov. 5.

JAMES CRAMBROOK, Deal, Kent, draper, Nov. 18 and Dec. 20 at 11, Royal Hotel, Deal: Sols. H. W. and W. C. Sole, 68, Aldermanbury; Turner, 27, King-st., Cheapside.—Fiat dated Oct. 24.

JOSEPH FROSTE and ISAAH ASHLIN, Liverpool, merchants, Nov. 18 and Dec. 20 at 1, Clarendon-rooms, Liverpool: Sols. Duncan & Radcliffe, Liverpool; Gregory & Co., 1, Bedford-row.—Fiat dated Nov. 5.

JOHN HENRY ANDERSON, Manchester, printer and publisher, Nov. 21 and Dec. 20 at 11, Commissioners'-rooms, Manchester: Sols. E. & R. W. Bennett, Manchester; Abbott & Arney, 10, Charlotte-street, Bedford-square.—Fiat dated Nov. 4.

## MEETINGS.

Josh. J. Ashley, Regent-st., Westminster, bankers, Nov. 18 at 12, Court of Bankruptcy, pr. d.—William Scott, Lower Brook-street, Grosvenor-sq., victualler, Nov. 19 at 11, Court of Bankruptcy, ch. ass.—And. G. Gifford, Mark-lane, wine merchant, Nov. 15 at 2, Court of Bankruptcy, last ex.—J. Smith, Goldsmith-street, Wood-st., Nov. 19 at half-past 11, Court of Bankruptcy, sp. aff.—S. Chew, Clipston, Northampton, flour and malt dealer, Nov. 10 at 2, Ram Inn, Northampton, last ex.—John Reynolds, Rutland Wharf, Upper Thames-street, coal merchant, Nov. 29 at 11, Court of Bankruptcy, and. ac.; at half-past 11, div.—Geo. Tull, jun., Exeter-street, Lisson-grove, Paddington, victualler, Nov. 29 at 1, Court of Bankruptcy, and. ac.; Dec. 1 at 1, div.—John Thomas King and John Groombridge, Crimscoot-st., Bermondsey, Surrey, carpenters, Dec. 3 at 1, Court of Bankruptcy, and. ac.—Wm. Wood, Picket-street-chambers, Strand, bill broker, Dec. 3 at 12, Court of Bankruptcy, and. ac.—Rob. Balle, Durham-st.,

merchant, Vauxhall-rd., Surrey, Dec. 3 at half-past 12, Court of Bankruptcy, aud. ac.—*T. Chapman*, Tottenham-court-rd., and Grove Farm, Kentish Town, dairymen, Dec. 3 at 11, Court of Bankruptcy, aud. ac. and div.—*E. F. Richardson*, Manchester, publican, Dec. 1 at 10, Commissioners'-rooms, Manchester, aud. ac.—*S. Allen*, Stratford, Essex, coal merchant, Nov. 30 at 11, Court of Bankruptcy, div.—*James Simmons*, John Simmons, and John Pine, Battersea, Surrey, and Stoney-street, Southwark, manufacturers of prussiate of potash, Dec. 1 at 12, Court of Bankruptcy, div.—*Rosland Mitchell*, Lime-street, merchant, Dec. 1 at 11, Court of Bankruptcy, div.—*Thomas Bush*, *Hugh Ferguson*, and *Duncan McNaught Liddell*, London-st., and Calcutta, merchants, Nov. 29 at 12, Court of Bankruptcy, div.—*John Colnett*, Gravesend, hotel keeper, Nov. 30 at 12, Court of Bankruptcy, fin. div.—*J. J. Schenck*, Adde-st., London, merchant, Nov. 30 at half-past 12, Court of Bankruptcy, fin. div.—*Wm. Smith*, St. Alban's, and Watford, Hertfordshire, and Rotherhithe, Surrey, miller, Nov. 30 at half-past 12, Court of Bankruptcy, fin. div.—*D. Morgan*, Rhosmaen, Llandilosfaur, Carmarthenshire, tanner, Nov. 30 at 11, Court of Bankruptcy, fin. div.—*Griffith Jones*, Nevin, Carnarvonshire, draper, Dec. 1 at 11, Sportsman Hotel, Carnarvon, aud. ac. and div.—*Thos. Gidden*, Farringdon, Berkshire, licensed victualler, Nov. 29, Bell Inn, Swindon, Wiltshire, fin. div.

#### CERTIFICATES TO BE ALLOWED,

Unless Cause shown to the contrary, on or before Nov. 29.

*Robert Jefferson*, Beverley, Yorkshire, grocer.—*Patrick W. Carter* and *Jas. Jackson*, Brewer-st., Golden-square, woollen drapers.—*Richard Driver*, Manchester, commission agent.—*John Brooke*, jun., Dewsbury, Yorkshire, manufacturer.—*Francis Sanders*, Derby, corn merchant.—*Wm. Chambers*, Oxford, organ builder.—*Benj. Waterhouse*, Glossop, Derbyshire, cotton spinner.—*John Wood* and *Thomas Wood*, Leeds, cloth manufacturers.—*Robt. Insoll*, Brighton, coach maker.—*George Raymen*, Oxford-st., hosier.—*Robert Rollo*, Durham-st., Vauxhall-road, Surrey, merchant.—*Wm. Howling*, Salford, Lancashire, cordwainer.—*Samuel Rushton*, Nottingham, ironmonger.—*Benj. Smith*, Cross-hills, near Skipton, Yorkshire, stuff manufacturer.—*Richard Blackmore* and *John Green*, Wakefield, Yorkshire, corn millers.—*W. Kynnersley*, Tattenhill, Staffordshire, miller.—*John Maidlow*, Fetter-lane, London, builder.—*Hamel Baird*, Gloucester, baker.—*John Cuiwet*, Blackfriars-road, Surrey, jeweller.—*John Hall*, St. Mary-Axe, London, tea dealer.—*Thos. Saunders Cave*, Walmer, Kent, merchant.

#### PARTNERSHIP DISSOLVED.

*Wm. Gaskell* and *John Henry Bullock*, Manchester, attorneys, solicitors, and conveyancers.

#### SCOTCH SEQUESTRATIONS.

*John Dickson*, Wattaman, Dumfries, cattle dealer.—*John Walker*, Aberdeen, warehouseman.

#### INSOLVENT DEBTORS.

Saturday, Nov. 5, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Samuel Tuck*, Dark-house Public-house, Newgate-market, herbalist, No. 53,480 T.; *Thos. Wortham*, assignee.—*John Davis*, Hampton-common, Middlesex, carpenter, No. 53,345 T.; *Rowe Sawyer*, assignee.—*James Shipman*, Sheffield-park, Sheffield, spring-knife-blade forger, No. 60,900 C.; *G. Turton*, assignee.—*Thomas Gill*, Wakefield, Yorkshire, shoemaker, No. 60,528 C.; *Wm. Clayton*, assignee.—*John Hirst*, Clayton, near Bradford, Yorkshire, worsted-piece manufacturer, No. 60,815 C.; *Edward Ackroyd*, assignee.—*Francis Birtles*, [Sheffield, bricklayer, No. 60,381 C.; *Wm. Gilbert* and *George Harrap*, assignees.—*James Bridge*, Kingston-upon-Hull, straw plait manufacturer, No. 61,077 C.; *John Rayner*, assignee.—*Thomas Marriott*, Dewsbury, Yorkshire, surveyor, No. 60,727 C.; *James Maude*, assignee.—*Richard Thomas*, Greenhill, near Halifax, Yorkshire, out of business, No. 60,891 C.; *James Gawkröger*, assignee.—*John Jowett*, Clayton, near Bradford, Yorkshire, worsted manufacturer, No. 60,935 C.; *Edward Ackroyd*, assignee.—*H. French*, Bishops-gate-st., glass cutter, No. 53,604 T.; *T. T. Catley* and *John Bradshaw*, assignees.—*Edward Morgan*, Bicton, near Shrewsbury, Shropshire, licensed dealer in beer, No. 30,735 C.; *T.*

*Groves*, new assignee, in the room of David Williams, deceased.—*James Brotherton*, New Accrington, near Blackburn, Lancashire, linen draper, No. 52,687 C.; *Samuel Sturgis*, new assignee, in the place of William Bury, removed.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Nov. 29, at 9.

*John Wray*, Waltham Abbey, Essex, corn-chandler.—*W. Miller*, Earl-street, Kensington, baker.—*Charles Chiswell*, Thomas-street, Grosvenor-square, waiter.—*William Minnett*, Mansfield-street, Kingsland-road, town-traveller to a wine-merchant.—*Chas. Self*, Sun-street, Bishopsgate-st., plumber.—*Thos. Jones*, Park-street, near Grosvenor-square, footman.—*Mark P. Hale*, Barclay-street, Somers'-town, medical labeller.—*Hen. C. Hewlett*, Larkhall-lane, Clapham, Surrey, stone-mason.—*Thos. Smith*, Bond-street, Chelsea, cowkeeper.—*Geo. Caldwell*, King-st., St. James's, gentleman.—*James Stiff*, Bermondsey New-road, Bermondsey, Surrey, out of business.—*Thos. Watson*, Bedford-place, Southwark-bridge-rd., Surrey, out of business.

Dec. 1, at the same hour and place.

*Flora Petit*, Trevor-square, Knightsbridge, spinster.—*T. Johnson*, Scott's-wharf, Bankside, Southwark, Surrey, superintendent of materials on the joint stations of the Brighton, Croydon, and Dover railways.—*Emanuel Winsor*, Brunswick-place, Upper Grange-road, Bermondsey, Surrey, fellmonger.—*Wm. Tanson*, George-yard, Duke-st., Grosvenor-square, coach-joiner.—*Thos. Smith*, South-street, Whitechapel-road, timekeeper to the omnibuses standing at Mile-end-gate.—*S. Simmons*, Sharp's-buildings, Tower-hill, out of business.—*F. J. Moore*, King-st., Covent-garden, plumber.—*William Pinhorn*, Lower Park-street, Greenwich, Kent, lieutenant in the Royal Navy on half-pay.—*John Long*, Bailey's-place, Marlborough-road, Chelsea, carpenter.—*Wm. Rayner*, jun., London-terrace, Hackney-road, carpenter.—*Valentine Denney*, Bell-yard, Gracechurch-street, shoemaker.—*Geo. Lawrence*, Storer-street, Commercial-road East, dealer in malt.

Court-house, EXETER, (City), Nov. 30 at 10.

*Thomas Cole*, Exeter, builder.—*William Pearce*, Exeter, druggist.—*Chas. Hepper*, Lymstone, Devonshire, innkeeper.—*Moses Hart*, Exeter, out of business.

Court-house, EXETER, (County), Nov. 30 at 10.

*James May*, West Down, saddler.—*Mary Russell*, Muddiford, beer-house keeper.—*John Jewell*, Starcross, Kenton, blacksmith.—*Henry Jenkin*, Dartmouth, labourer.—*William Garnsey*, West Clayhanger, wheelwright.—*Wm. Southwood*, St. Thomas the Apostle, Devonshire, gardener.—*Wm. W. Coombe*, Torquay, out of business.—*Wm. Henry Lathorpe*, Moretonhampstead, veterinary surgeon.—*Wm. Bovey*, Ipplepen, tailor.—*Samuel Crockwell*, Torquay, out of business.—*James Hook*, West Teignmouth, mason.—*Wm. W. Holman*, Devonport, out of business.—*William Bond*, jun., Honiton, baker.—*Thos. Adams*, jun., Teignmouth, baker.—*Geo. Hoskin*, Stoke Damerel, shipwright.—*Wm. Rogers*, Dodbrooke, out of business.—*John Furse*, Kenton, out of business.—*W. Gain*, Coombe Cottage, Abbotsham, near Bideford, out of business.—*Andrew M'Lean*, Brixham, innkeeper.—*Gracious Bailey*, Bampton, mason.—*Wm. Tucker*, West Down, out of business.—*Wm. Foot*, Kingsbridge, innkeeper.

Court-house, LANCASTER, (County), Dec. 1 at 10.

*Ruth Jolly*, Cawling-bridge, near Chorley, servant.—*Thos. Parker*, Preston, attorney at law.—*John Bullock*, Liverpool, surgeon.—*Ralph Taylor*, Edge-lane, near Oldham, and Clegg-hall, near Rochdale, engineer.—*Margaret Gordon*, Market-street, Lancashire, draper.—*Wm. Rouleston*, Liverpool, egg-dealer.—*Wm. Smith*, Hulme, painter.—*Benj. Hargreaves*, Manchester, tailor.—*Peter Scarlett*, Heaton Norris, near Manchester, out of business.—*Mathias Tootell*, Kirkdale, Liverpool, police-constable.—*Edmund Goodwin*, Manchester, out of business.—*Jas. Ashworth*, jun., Spotland-bridge, near Rochdale, shoemaker.—*Thos. Jones*, Liverpool, commission-agent.—*Edmund Whitehead*, Lowfold, Rochdale, dresser of flock.—*Jas. Cheetam*, Rochdale, flannel-weaver.

Dec. 2, at the same hour and place.

*Thos. Bamford*, Rochdale, tap-room-keeper.—*Ralph Johnson*, Church, near Accrington, labourer.—*Richard Seddon*, Long Millgate, Manchester, out of business.—*Richd. Berlow*, Strangeways, Manchester, watch-maker.—*James Johnson*, Broughton-ford, Manchester, out of business.—*John Mason*, Manchester, out of business.—*Thos. Ingram*, jun., Oldham,



cabinet-maker.—*Chas. Briggs*, Bolton-le-Moors, west of Lancaster.—*Robt. Rogers*, West Derby, near Liverpool, victualler.—*Wm. Stopford*, Greenhays, Manchester, retail dealer in ale.—*Thos. Tuson*, Preston, joiner.—*Wm. Pendleton*, Houghton, painter.—*William Bowler*, Audenshaw, Ashton-under-Lyne, out of business.—*Oliver Walsh*, Plesington, near Blackburn, retail dealer in ale.—*James Ollerhead*, Manchester, out of business.

#### Court-house, WARWICK, (County), Dec. 1 at 10.

*Samuel Baker*, Birmingham, cordwainer.—*Joseph Hassall*, Birmingham, farrier.—*John Satter*, Aston, juxta Birmingham, shovel-maker.—*Jos. Eburne*, Ryton-upon-Dunsmore, farmer's labourer.—*Hen. Peckmore*, Birmingham, coach-painter.—*R. Done*, Aston, juxta Birmingham, baker.—*William Herbert*, Monks Kirby, boot-maker.—*Wm. Byer*, Great Woolford, timber-sawyer.—*Wm. Bishop*, Birmingham, steel-spring trap-maker.—*John Berry*, Merton Morrell, butcher.—*Jas. Edwin White*, Birmingham, out of business.—*Thos. Baker*, Deritend, Birmingham, bit-maker.—*Thos. Bull*, Shottleswell, farmer.—*Ed. Burberry*, Knowle, in Hampton in Arden, malt-dealer.—*Wm. Diaper*, Rugby, out of business.—*Thomas Andrews*, Hettles-grove, Nechells Aston, Birmingham, file-maker.—*J. Peake*, Birmingham, clerk to Messrs. Pickford & Co. carriers.—*Wm. Archer*, Chilvers Coton, near Nuneaton, out of business.—*Jas. Leavy*, Atherstone, hawk of haberdashery.—*E. Pearson*, Birmingham, dealer in pigs.—*John Wright*, sen., Birmingham, out of business.—*Geo. Grist*, Digbeth, Birmingham, out of business.—*Wm. Benj. Plant*, Birmingham, railway office-clerk.—*Wm. Hanson*, Birmingham, spectacle-maker.—*Matilda Salmon*, spinster, Leamington, seamstress.—*Thos. Barnett*, Milverton, Leamington, out of business.—*Wm. Bromwich*, Leamington, out of business.—*Jas. Birch*, Barnacles, Bulkington, ribbon-weaver.—*Caroline Reed*, Leamington, assistant to a stay-maker.—*Jas. Preston*, Foleshill, blacksmith.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John Wood*, Yeardley Gubion, Northamptonshire, farmer, Nov. 10, Boyes's, Stoney Stratford, Buckinghamshire: 2s. 3½d. in the pound (in addition to a former of 7s.).—*J. Buist*, Caroline-street, Lambeth, painter, Nov. 12, Chester's, Blackfriars-road: 11s. 3½d. in the pound.

#### MEETINGS.

*Jas. Ed. Nixon*, Nov. 23 at 11, Dufaur's, Queen Anne-st., Cavendish-square, sp. aff.—*Richard Clayton*, Lickey's-end, near Bromsgrove, Worcestershire, coal-dealer, Nov. 30 at 12, Oldaker & Co.'s, Pershore, Worcestershire, sp. aff.

#### FRIDAY, NOVEMBER 11.

#### DECLARATIONS OF INSOLVENCY.

*JOHN PEARCE*, Kemington-croos, Old Montague-street, Whitechapel, coach-maker.

*WILLIAM AYTON*, Hammer-st., Milton next Gravesend, Kent, brazier, coppersmith, and tin-plate worker.

#### BANKRUPTS.

*CHARLES YANDLE* and *GEORGE FIELD*, Beaumont-street, Marylebone, coach-makers, Nov. 21 at 12, and Dec. 23 at 11, Court of Bankruptcy: Off. Ass. Alsager; Sol. Wells, 23, Percy-st., Bedford-square.—Fiat dated Nov. 9.  
*ROBERT STEUART*, Grosvenor-wharf, Wilton-road, Pimlico, and Trafalgar-square, Charing-cross, manufacturer of artificial granite, Nov. 29 at 12, and Dec. 23 at 11, Court of Bankruptcy: Off. Ass. Green; Sol. Lane, Argyll-street.—Fiat dated Nov. 8.

*HENRY BUNDEY*, Upper York-place, Portland-town, St. Mary-le-bone, builder, Nov. 22 at 12, and Dec. 23 at 11, Court of Bankruptcy: Off. Ass. Johnson; Sols. Gray & Berry, 12, Grove-place, Lisson-grove.—Fiat dated Nov. 7.  
*STUART RAY*, Duke-st., St. James's, bookbinder, Nov. 22 at 1, and Dec. 23 at 12, Court of Bankruptcy: Off. Ass. Groom; Sols. Wright & Co., 15, Golden-square.—Fiat dated Nov. 10.

*RICHARD JAMES WEBB*, Piccadilly, tailor, Nov. 24 at half-past 10, and Dec. 23 at 12, Court of Bankruptcy: Off. Ass. Pennell; Sols. Bodman, Queen-street, Cheapside.—Fiat dated Nov. 5.

*HANNAH CHARLTON*, Regent-street, milliner and dealer in lace, Nov. 19 at half-past 10, and Dec. 23 at 11, Court of Bankruptcy: Off. Ass. Graham; Sol. Parker, St. Paul's Church-yard.—Fiat dated Nov. 10.

*GEORGE JAMES MARSHALL* and *WILLIAM CHARLES HALL*, Wood-street, Cheapside, woollen warehousemen, Nov. 22 at 12, and Dec. 23 at 11, Court of Bankruptcy: Off. Ass. Edwards; Sols. Van Sanden & Company, 51, King-st., Cheapside, City.—Fiat dated Nov. 9.  
*GEORGE TALBOT KNOWLES*, Stockport, Cheshire, and Manchester, cotton-spinner and manufacturer, Dec. 7 and 23 at 2, Commissioners'-rooms, Manchester: Sol. Sale & Werthington, Manchester; R. M. & C. Baxter, Lincoln's-inn-fields.—Fiat dated Oct. 18.

*THOMAS BARTHOLOMEW NEHR*, Dudley, Worcestershire, wine and spirit merchant, Nov. 29 and Dec. 23 at 2, Waterloo-rooms, Birmingham: Sols. Bourne & Wainwright, Dudley; Bartlett, Birmingham; Holmes & Co., New-inn.—Fiat dated Nov. 5.

*RICHARD LINDON*, Snopes, Marlborough, Devonshire, corn-factor, Nov. 24 and Dec. 23 at 11, Royal Hotel, Plymouth: Sols. Herrell, Kingsbridge; Waymouth & Green, 17, Cateaton-street.—Fiat dated Nov. 5.

*EDWARD BRIGGS ROBINSON*, Nottingham, printer, stationer, and bookseller, Dec. 9 and 23 at 12, George the Fourth Inn, Nottingham: Sols. Bowley, Nottingham; Johnson & Co., Temple.—Fiat dated Nov. 5.

#### MEETINGS.

*Wm. Lyon*, jun., Woodford, Essex, chemist, Nov. 24 at 11, Court of Bankruptcy: ch. ass.—*Jane Jones*, widow, Carnarvon, woollen-draper, Dec. 2 at 10, Bagley Inn, Carnarvon, last ex.—*Edmund Francis Green*, Lendenhall-street, merchant, Dec. 5 at 11, Court of Bankruptcy, sud. ac.—*Robert Lyon*, High Holborn, cabinet-maker, Dec. 10 at 12, Court of Bankruptcy, sud. ac. and div.—*Stephen Knight*, West Hoxley, Sumner, cattle-dealer, Dec. 10 at 1, Court of Bankruptcy, sud. ac. and div.—*C. King*, *Jos. Sandell*, and *D. H. King*, Berners-st., Oxford-st., paper-stainers, Dec. 10 at 11, Court of Bankruptcy, sud. ac. and div.—*Thomas Benson*, Darlington, Durham, grocer, Dec. 15 at 11, King's Head Inn, Darlington, sud. ac.; at 12, div.—*Thos. Morton*, sen., Hillingdon, Middlesex, builder, Dec. 2 at 12, Court of Bankruptcy, div.

#### CERTIFICATES TO BE ALLOWED,

*Unless cause shown to the contrary, on or before Dec. 2.*

*James Watson*, sen., and *James Watson*, jun., Wath-upon-Deane, Yorkshire, common brewers.—*R. Russell*, Bradford, Yorkshire, provision dealer.—*William Mainwaring*, Dudley, Worcestershire, coalmaster.—*Horton Paine*, Liverpool, master mariner.—*Jos. Walker*, Leeds, stuff merchant.—*Robert Hall*, Kingston-upon-Hull, tobacconist.—*James Forbes*, Crutched-friers, corn factor.—*E. Grove*, Dawley, Shropshire, draper.—*Thomas Chapman*, Tottenham-court-road, and Grove Farm, Kentish Town, dairymen.—*Chas. Robt. Guy*, Helston, Cornwall, grocer.—*Thomas Chestham*, sen., Stockport, Cheshire, surgeon.—*Robt. Butler*, Chester, cabinet maker.—*John Clegg*, Manchester, and Eccles, ribbon manufacturers.—*Fred. Jones*, Ventnor, Newchurch, Isle of Wight, Southampton, apothecary.—*John Pollock*, Liverpool, merchant.—*Thos. Walker*, Monk Wearmouth Shore, Durham, common brewer.—*Jas. Bromley*, Goolle, Yorkshire, grocer.—*Hen. Hickman*, Dudley, Worcestershire, druggist.—*John Jas. Iselin*, St. Bennet's-pl., Gracechurch-street, merchant.—*T. Brown*, Gloucester, victualler.—*John Townsend*, Liverpool, oil and colour manufacturer.—*Hen. Gratton*, Liverpool, hatter.—*William Walker*, Burton-upon-Trent, Staffordshire, mercer.—*John L. Brickell*, Hackney-road, oil manufacturer.—*Thomas White*, jun., Gosport, Hampshire, ship builder.—*John Hooper*, Austin-friars, tea dealer.—*John Righton*, Hebburn, Jarrow, Durham, brewer.

#### FIATS ANNULLED.

*George Wagg*, Ipswich, Suffolk, draper.—*Anthony W. G. Doss* and *Wm. Richmond*, Liverpool, vinegar manufacturers.

#### SEVERAL SQUANDRATIONS.

*Dev. Waters*, Wick, fish curer.—*Robt. Henry*, Aberdeen, chemist.—*James Hay*, Perth, builder.—*John Boyd*, Dundee, provision merchant.

#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Dec. 2 at 9.*

*T. Wharton*, Belvedere-road, Lambeth, town traveller.—*Thos. Herwood*, Reservoir-house, St. John-street-road, Chancery, dealer in horses.—*Jas. Morgan*, Parker-street, Dury-lane, hachster.—*Warwick Hill*, Willow-walk, Tobacco-st.

Shoreditch, cabinet maker.—*Wm. Hollands*, Plaistow, maker.—*Joe. Wright*, Snow's-fields, Bermondsey, fruiterer.—*A. P. Drom*, Castle-street East, tailor.—*John Fullstone*, Orange-st., Bethnal-green-road, tailor.—*John Edward Lowe*, Kent-cottage, Great William-street, Caledonia-road, Islington, attorney's clerk.—*Wm. Jackson*, East-street, Fembroke-place, Kensington, chandler's-shop keeper.—*George Knight*, Drury-lane, surgeon.

Dec. 5, at the same hour and place.

The Hon. *George Wm. Loftus*, Windsor.—*James B. Day*, Grosvenor-st., Commercial-road, rope maker.—*Charles Wm. Sergeant*, Bagshot, Surrey, plumber.—*Henry Wood*, Greenwich, hatter.—*Wm. Coates*, Kennington-st., Walworth, bill broker.—*Reprit Jules de Labaume*, Gerrard-st., Soho, manager of an hotel.—*Geo. Burridge*, High-st., Deptford, tailor.—*Wm. Gray*, Montpelier-st., Knightsbridge, baker.—*C. A. Eickby*, Park-terrace, Peckham, Surrey, gentleman.—*John Dalton*, Monmouth-st., Seven-dials, shoemaker.—*John W. Collingwood*, Bishopsgate-st. Without, grocer.—*J. A. Pleasant*, Fair-st., Horselydown, tailor.

Court-house, LANCASTER, (County), Dec. 6 at 10.

*W. F. Wilkinson*, Preston, veterinary surgeon.—*T. Gibson*, Wiskey, near Ulverston, farmer.—*Wm. Keitel*, Birkby-hall, near Curpod, husbandman.—*J. Budcock*, Manchester, book-keeper.—*John Edmundson*, Manchester, dealer in spirits.—*J. R. Parkinson*, Stockport, building surveyor.—*John Goulding*, Liverpool, ship broker.—*John Lisle*, Oldham, railway inspector.—*Henry Smalley*, Blackburn, grocer.—*Jas. Dearden*, Twelfth-park, dealer in coal.—*Thomas Charles*, Accrington, chemist.—*James Reusick*, Liverpool, wine merchant.—*Wm. Bennett*, Liverpool, wine merchant.—*Wm. Franklin*, Liverpool, sail maker.—*John Cronshaw*, Haslingden, Slater.

Dec. 3, at the same hour and place.

*S. L. Edwards*, Liverpool, architect.—*John Foden*, Stayley-bridge, silk mercer.—*John Whitehead*, Oldham, appraiser.—*Wm. Baskerville*, Rochdale, out of business.—*Robert Pollitt*, Blackburn, sawyer.—*Joseph Cragg*, Chorlton-upon-Medlock, hackney-coach proprietor.—*J. Hesdon*, Chorlton-upon-Medlock, joiner.—*Samuel Mason*, Manchester, commission agent.—*Alexander Pettit*, Manchester, commission agent.—*William Whickello*, Chorlton-upon-Medlock, salesman.—*John Pollitt*, Blackburn, labourer.—*Wm. Wainman*, Salford, pattern designer.—*Henry Tickle*, Liverpool, commission agent.—*Geo. Wood*, Salford, drysalter.—*Miles Pollitt*, Blackburn, labourer.

Dec. 3, at the same hour and place.

*Samuel Kay*, Ebury, labourer.—*Joseph Chadwick*, Oldham, dealer in ale.—*Seth Rank*, Chorlton-upon-Medlock, brewer.—*James Riddihough*, Manchester, dealer in ale.—*Jas. Darbyshire*, Barton-upon-Irwell, butcher.—*Wm. Moss*, Manchester, saddler.—*Wm. Darbyshire*, Barton-upon-Irwell, butcher.—*J. W. Holland*, Longsight, painter.—*Walter Dawson*, Oldham, out of business.—*Wm. Akerton*, Salford, bricklayer.—*John McCalloc*, Hulme, coal dealer.—*Anthony Shearman*, Manchester, coal dealer.—*M. Newton*, Manchester, plumber.—*Thomas Yates*, High-moor, Wrightington, out of business.—*John Fisher*, Standish, near Wigan, nail manufacturer.

Court-house, DORCHESTER, Dorsetshire, Dec. 3 at 10.

*Richard Poynter*, Dorchester, cheese factor.—*Jos. Brown*, Casleton, near Sherbourne, tailor.—*John Legg*, Thornford, baker.—*Henry Hiscock*, Halesock, blacksmith.—*J. Coward*, Yetminster, pig dealer.

Court-house, COVENTRY, (City), Dec. 5 at 10.

*N. Hewitt*, Foxford, Foleshill, Warwickshire, out of business.—*James Hopkins*, Coventry, ribbon manufacturer.—*S. Hill*, Foleshill, Warwickshire, hand-loom weaver.—*W. Hall*, Coventry, out of business.—*James Perkins*, Coventry, weaver.

INSOLVENT DEBTOR'S DIVIDEND.

*Richard Rowland*, Hinton, Somersetshire, tailor, Nov. 15, Watts's, Bath: 6s. 4d. in the pound.

MEETING.

*Hannah Duce*, spinster, Birmingham, Nov. 28 at 1, Allcock's, Birmingham, sp. aff.

MASTER IN CHANCERY.—The Lord Chancellor has appointed William Buckle, of Cheltenham, Gent., to be a Master Extraordinary in the High Court of Chancery.

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Bills of Ex-	Factor	[toxa Nuisance	Water and Wa-
change and	Fishery	Partners	tercourses
Promissory	Frauds (Sta-	Quo Warranto	Way
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LONDON, NOVEMBER 19, 1842.

In our last we took occasion to speak of the late New Orders in Lunacy in terms of almost unqualified approbation. We now approach the more voluminous Orders issued for the regulation of the Practice in Chancery Proceedings; and of these, we regret to say, the aspect is of a much more mixed character. Some of them are obviously beneficial, as, for instance, those relating to the duties of the Clerk of the Inrolments, the Clerks of Records and Writs, and the Clerk of Affidavits, which enable those officers at once to administer oaths for the purpose of acknowledgments, pleas, answers, affidavits, &c. (See Orders 1, 7, and 29). These Orders promise an increase of convenience and despatch in the transaction of business in pressing cases, particularly in injunction cases, where, under the old practice, considerable difficulty existed frequently in getting affidavits sworn and filed, and the office copies, although made by the solicitor himself, marked by the Clerk of the Affidavits, with sufficient despatch to be available when the motion in which they were to be used came on.

Those of the New Orders (9 to 15 inclusive) which relate to the duties of the Taxing Masters, do not appear to us to call for any particular observation. They very clearly and fully direct the mode in which the transfer is to be made from the Masters to the new officers, of that portion of the Masters' duties which consisted in taxing costs; and they appear to arm the Taxing Masters with sufficient powers for the convenient execution of their duties.

The next parcel of the New Orders consists of those which transfer to the solicitor those duties of the Clerks in Court, which they executed, not as officers of the Court, but as attorneys, solicitors, or agents of the parties. (Orders 16 to 28 inclusive). These Orders also appear to us to be clear and precise in their terms, a point of itself of no slight merit in Chancery Orders.

Of their effect in detail on the solicitor and the suitor it is difficult yet to pronounce an opinion; but of their general effect on the practitioner it is not too much to say, that, coupled with the 4th Order, which leaves it to the person wanting a writ to prepare it himself, they impose a very considerable additional labour and difficulty on the solicitor, in the conduct of a suit. In practice, the preparation of writs was wholly left to the Clerk in Court, and the solicitor was not called upon to occupy himself in acquiring a knowledge of the frame of the different writs. Hence that knowledge is not possessed by the profession, speaking generally, yet now it is thrown upon them to prepare all writs, without any official materials to guide them. It is true, no doubt, that the forms of the writs are common forms, that they exist somewhere, and are preserved in some hands; and it may be equally true, that the Clerks in Court were not, strictly speaking, official depositaries of the forms. But they were quasi official depositaries, and were in practice treated as such; and the loss of their services in the preparation of writs, without any adequate substitute for it, will consequently be felt as a considerable inconvenience, at any rate for some time, to the profession. We trust our readers will not consider these our remarks as in the nature of a lamentation for the demise of the Clerks in Court. What we lament is, not that they should have been condemned to die, but that some instructions, deriving weight from authority, should not have been given to aid their successors. A schedule of forms of writs would have been, in our humble opinion, a very great addition to the merit of the New Orders; and the absence of that, or of some other authorized guide, is, we believe, felt by the profession as a material grievance.

There is another matter of detail in this part of the New Orders, which seems opposed to the arrangements that have been becoming yearly more prevalent in recent times among the profession, with regard to the

hours during which offices are kept open. Under the old practice, the Six Clerks' Office was not open after four in the afternoon; and as service of writs &c. was made there, it followed, that though solicitors might, if they chose, keep their offices open till late in the evening, they were not, in reference to their Chancery official business, under any pressing necessity to do so; and accordingly it has been notoriously a growing practice for solicitors as well as counsel to close their places of business at some rational hour in the afternoon. But now by the 22nd New Order, service will be good service till eight in the evening; and as the service is no longer made at the Six Clerks' Office, but on the solicitor, it follows that no solicitor who is conducting any Chancery business, can venture to close his office till after eight, lest he should materially damnify his client by not being aware of the service of some important instrument till the next morning, when it may be too late to meet it. There seems no rational ground for thus indirectly reviving the evening imprisonment of the profession in the pleasant vicinages of Chancery Lane and Gray's Inn, and other similar legal localities.

We come now to that portion of the New Orders on which, as might be expected, the greatest amount of discussion has arisen, viz. the Schedules of Fees; and here we must observe, that although we cannot but agree that there is much to be said against them, yet of all the slanders that have ever been heaped upon Chancery Orders, none was ever more unfounded than that which has stigmatised these as a bungling and ill-digested performance. Keeping in view what must have been the object in settling the new scales of fees, we unhesitatingly pronounce the Schedules of Fees of the New Orders to be most masterly productions.

Let us recollect what was the change effected by the 5 & 6 Vict. c. 103: The offices of the Six Clerks, and of the Sworn Clerks or Clerks in Court, are thereby abolished, but their duties remain to be performed; for certain of those duties, new officers are created, of course with salaries; and as to certain other of their duties, the Act makes no provision for the execution of them: they must therefore be performed by somebody, and that remained to be provided for by the Orders. The Act also provided compensation for the officers whose emoluments it abolished; and all the salaries, compensations, and allowances under the Act, are directed to be paid (as is usual whenever an Act of Parliament abolishes any office on the ground of its being a grievance to the suitor) out of the "Suits' Fee Fund Account."

The effect of all this is, that there is a burthen to be borne, partly in money and partly in labour. Now, there were, before the 5 & 6 Vict. c. 103, four parties between whom it might have been divided—the public, the official persons doomed to annihilation, the suitors, and their agents the solicitors. The Legislature has taken care, by the Act in question, that the public shall bear no part, and the official persons a very small part, of the burthen. (See sects. 12 and 13). What then remained for the Orders but to distribute it between the suitors and the solicitors, and to do so in such a manner, that, though between them they do bear it, it shall be difficult for either to put his finger on the particular part of which he separately can complain, as an unadulterated griev-

ance? This we say was the thing necessary to be done by the New Orders, so far as they touch the expenses of proceedings; and this we say they have done in a very masterly manner.

Most of the fees are higher in the whole than they were, but they are not all so; and of those that are, all are not so in the same proportion; so that it seems difficult at first sight to imagine on what principle the scale has been arranged. Let us for instance take some of the fees marked in Schedule 2 in combination with those of Schedule 6. The fees of Schedule 2 are to be paid to the Clerks of Records and Writs, (32nd Order), and the amount received is to be paid to the Suits' Fee Fund. (33rd Order). The fees comprised in the 6th Schedule, are those which are to be received by the solicitor for certain duties, and are, as regards the suitor, in addition to certain of the fees payable under the 2nd Schedule. Now, on looking at the following table, which exhibits a few items taken by way of example from the 2nd and 6th Schedules, with the corresponding fees of the old practice, it will be seen that, as we have stated, the suitor is to pay a considerably higher total than he did formerly.

#### NEW PRACTICE.

	Clerk of Records.	Solicitor.	Total.
Sealing Dedimus.....	0 10 0	0 6 8	0 16 8
Ditto by Special Order ..	0 18 0	0 13 4	1 11 4
Attachment.....	0 8 0	0 6 8	0 14 8
Commission .....	1 0 0	0 13 4	1 13 4

#### OLD PRACTICE.

	Clerk in Court.	Solicitor.	Total.
Sealing Dedimus.....	0 11 11	0 0 0	0 11 11
Ditto by Special Order ..	0 18 7	0 6 8	1 5 3
Attachment.....	0 7 2	0 0 0	0 7 2
Commission .....	1 1 9	0 6 8	1 8 5

But by the same table, and by a more close examination of the entire Schedules, it will be seen, as we have also stated, that the increase of the fees, where they are increased, seems governed by no fixed law; and that, in some cases, they are not increased to any extent deserving notice. Still, however, in respect to the great majority of the items, either the suitor has more to pay, or the solicitor has more labour for a proportionably small remuneration. It is true, that, as regards the solicitor, his visible increase of labour is apparently provided for by the 6th Schedule; but it is only apparently provided for. For if we recollect, that, by the abolition of the Six Clerks' Office, a much greater amount of trouble will be thrown on the solicitor in respect to service of writs, notices, &c., (which, instead of being, as formerly, served at one place, viz. the Six Clerks' Office, will now require to be served at as many different places as there are different suits); while the fees for those duties of the solicitor remain the same as they were before; and if we remember, also, that, by the abolition of the Clerks in Court, who transacted their business with a certain extent of credit to the solicitor, the solicitor will be under the necessity of making greater advances in a suit than heretofore, it must, we think, be plain, that the solicitor as well as

the suitor will be a substantial loser by the operation of the New Orders.

In fact, through all the apparent irregularities in the change of the scale of fees, we trace the one pervading principle of dividing, as fairly and as unobtrusively as possible, the loss which the 5 & 6 Vict. c. 103 has sent forth to be borne by somebody other than the public and the demoralised officers, between the suitor and the solicitor; as regards the former, by increase, generally speaking, of fees; as regards the latter, by increase of unrequited or insufficiently requited labour. And so intimately has this principle penetrated even into apparently trivial details, that it will be found at work in what appears at first sight to be, and doubtless has been partly intended to be, an attempt at simplification in the computation of bills of costs, by introducing, instead of the old inconvenient subdivisions of the mark and noble, the modern and more convenient ones of the pound sterling or guinea. Thus in Schedule 2, in all the cases where the old fee was 3*s.* 4*d.*, 6*s.* 8*d.*, or 13*s.* 4*d.*, and where it is not materially altered in amount, we find it transformed into 4*s.*, 7*s.*, and 14*s.* No doubt it is much more easy to compute in sums of 4*s.*, 7*s.*, or 14*s.*, than in sums of 3*s.* 4*d.*, 6*s.* 8*d.*, and 13*s.* 4*d.*; but if that be so, with regard to Schedule 2, there seems no reason why a like arithmetical improvement should not have been introduced into Schedule 6; and the omission would indeed be inexplicable, if we did not call to mind that the fees paid under Schedule 2 pass into the inalienable fee fund, while those of Schedule 6 are the reward of the labour transferred by the Act and the New Orders to the solicitor.

In conclusion, we would observe on these already famous Orders, that much misconception has arisen by supposing them of necessity intended to effect reform in equity proceedings, and by coupling, as of necessity synonymous, the ideas of reform and diminution of expense. The New Orders, it should be recollected, are not original and unfettered creations of the Judges of the Court, but are the offspring of the 5 & 6 Vict. c. 103, dictated and fettered by its provisions, and *ex rei necessitate* intended to carry them out. If they effect reform of any kind, they do so, not of their own conception, but only in so far as the Statute has directed and limited that reform. If they strike hard, as they undoubtedly do, on the suitor and the solicitor, they do so merely as instruments under the Statute.

In fine, they must be looked at simply as the directions how to do that which the Statute has directed to be done. Undoubtedly, they might have carried the provisions of the Statute into effect in a different mode: they might have thrown on the suitor alone, or on the solicitor alone, the bulk of that burthen which the Statute has left to be borne by those two classes of individuals; or they might have made it clearer than they have done, which of the two classes really bears the greater share of the burthen. But if they had pursued either of these courses, we apprehend, that great as the clamour is that has been already raised against the New Orders, it is but as the voice of an infant compared to the loud and universal outcry that would have burst from that class, which should have felt itself clearly and definitely marked out as the sole victim.

—◆—  
We would call the attention of our readers interested in questions of franchise, to the 72nd clause of Sir James Graham's Registration Bill, which purports to put an end to the difficulties that have arisen on the construction of the 23rd and 26th clauses of the Reform Act. It will be recollected, that the 23rd clause of that Act appears to have intended trustees to vote, if in ac-

tual possession or receipt of the rents and profits; while the 26th appears to negative the inference arising from the 23rd, by making it necessary that the claimant should have been in possession *for his own use*.

The 72nd clause of the present bill, referring to the 23rd section of the Reform Act, enacts as to trustees, that "no trustee shall in any case have a right to vote in any such election for or by reason of any trust estate, but that the cestui que trust, if in possession, or in the receipt of the rents and profits to his own use, though he may receive the same through the hands of the trustee, shall and may vote for the same, notwithstanding such trust."

We submit that this clause, although it settles some doubts, will open others. It clearly enough declares that no trustee shall ever vote as such; but it does not so clearly declare in what cases, if ever, the right of voting of the cestui que trust shall cease. It gives the right of voting to the cestui que trust if he is in possession to his own use; or if, not being in actual possession, he is in receipt of the rents and profits to his own use, although he may receive the same through the hands of the trustee. Now, technically speaking, we apprehend there cannot be such a thing as a cestui que trust who does not ultimately receive the rents and profits to his own use, either by himself or by the hands of his trustee, inasmuch as it is this very right to the ultimate receipt of rents, which, constituting the beneficial ownership, is the principal ingredient of his character of cestui que trust. The clause would, therefore, *prima facie*, be supposed to intend, by a very circuitous mode of expression, to give the right of voting in all cases to the cestui que trust, whether technically in or out of the receipt of the rents. But then, inasmuch as it does not in terms give the right to the cestui que trust in all cases, but only when he is in possession, or in the receipt of the rents by himself or by his trustee, it must be supposed to contemplate the possibility of there being a cestui que trust not entitled, that is, a cestui que trust who is not ultimately in the receipt of the rents either by himself or by the hands of his trustee. And the question will then be, what state of circumstances will constitute such a cestui que trust, and whether the Act intends to treat, not the cestui que trust of the deed, but the person actually ultimately receiving the rents, as the cestui que trust.

A case may be imagined in which a cestui que trust may be said to be in receipt of the rents and profits, for his own use, technically speaking, but not for his own use substantially; as in the case of his having created a charge on his estate. In this case he would be in receipt of the rents and profits to his own use, in a sense but not for his own beneficial use. And the question will arise again, as it has done under the Reform Act, in what sense does the Legislature employ the expression, "for his own use"? Whether in the mere legal sense, or in the sense of beneficial enjoyment; whether it attaches the vote to the mere dominion of the rents, or to the actual beneficial enjoyment of them. Suppose it to be held that the cestui que trust under such cases is not in the receipt of the rents to his own use; then does the Legislature, under the clause in question, mean that he is not properly cestui que trust within the Act, and that the equitable incumbrancer actually receiving the rents for his own beneficial use, is, for the purpose of voting, the cestui que trust, or does it mean that there is no cestui que trust within the meaning of the Act, and that there shall be no vote?

These doubts are not at all more technical and abstruse than those suggested under the conflicting clauses of the Reform Act, and we trust to see the 72nd clause of this Bill ultimately so worded as to leave no ground for them.



## Regulæ Generales.

THE NEW RULES AND ORDERS IN  
BANKRUPTCY.

ORDER made by the Right Hon. JOHN SINGLETON Lord  
LYNDHURST, LORD HIGH CHANCELLOR OF GREAT BRI-  
TAIN, in pursuance of the Statute 5 & 6 Vict. c. 122.—  
12th November, 1842.

I DO HEREBY ORDER AND DIRECT as follows, that is to say :

I. That every fiat in bankruptcy hereafter granted shall be forthwith issued and transmitted by the Lord Chancellor's secretary of bankrupts to the Court to which such fiat shall be directed, in manner hereinafter in that behalf mentioned; that is to say, every such fiat directed to the Court of Bankruptcy shall forthwith be sent, by a messenger to be appointed by the said secretary for that purpose, to the office of the chief registrar of such court at the said court in Basinghall-street, and there delivered by such messenger; and every such fiat directed to any district court of bankruptcy shall forthwith be sent (except where the Lord Chancellor shall by any special order hereafter otherwise direct) through the General Post-office to the deputy-registrar or the deputy registrars of such district court.

II. That every commissioner of bankrupt and every fiat in bankruptcy heretofore issued and directed to any commissioners in the country, and opened, or purporting by the proceedings to have been opened, at any place situated within any one of the several districts in the country mentioned in and settled and described by an order bearing date the 2nd November, 1842, and made by Her Majesty, by and with the advice of her Privy Council, in pursuance of an act of Parliament passed in the Parliament holden in the 5 & 6 Vict. intituled, "An Act for the Amendment of the Law of Bankruptcy," or directed to any commissioners in the country heretofore authorized to act in the prosecution of fiats in bankruptcy at or for any such place and within twenty miles thereof, but not opened, shall be and the same is hereby transferred and removed into the district court of bankruptcy authorized to act in the prosecution of fiats in bankruptcy in the country within the district in which such place shall be situate; and every commission of bankrupt and every fiat in bankruptcy heretofore issued and directed to any commissioners in the country, and opened, or purporting by the proceedings to have been opened, in the country elsewhere than at any place situated within any one of the said several districts so settled and described as aforesaid, or directed to any commissioners in the country heretofore authorized to act in the prosecution of fiats in bankruptcy elsewhere than at or for any such place, but not opened, shall be and the same is hereby transferred and removed into the Court of Bankruptcy in London; and all further proceedings in every commission and fiat so transferred and removed as aforesaid shall be thenceforth prosecuted and carried on in manner directed by the said act in the court to which the same is hereby ordered to be transferred and removed.

III. That forthwith, after the registering in any District Court of Bankruptcy of any commission or fiat in bankruptcy opened since the passing of the act 1 & 2 Will. 4, c. 56, and at every public sitting of the court thereafter under such commission or fiat, and forthwith after the advertisement of the adjudication, and every public sitting thereafter, under every fiat hereafter opened in any District Court of Bankruptcy, minutes of such commission and fiat and of the proceedings shall be transmitted by the court acting in the prosecution of such commission or fiat to the Court of Bankruptcy in London, to be there kept and filed among the records of the said court, in manner following; that is to say, a

minute of the commission or fiat and proceedings shall be made from time to time in the form hereinafter set forth, so far as the same may be applicable, by the deputy registrar, and certified by him as correct, and the deputy registrar shall cause such minute to be sent by the post to the chief registrar of the Court of Bankruptcy in Basinghall-street, who shall file the same among the records of such court:—

## Form of Minute of Commission or Fiat and Proceedings.

BANKRUPT . . .	[State the Name and Description of the Bankrupt or Bankrupts as in the Commission or Fiat.]
DATE OF COMMISSION OR FIAT . . .	
PETITIONING CREDITOR . . .	[Name, &c. as in the Commission or Fiat.]
SOLICITOR . . .	[Name, &c. as in the Commission or Fiat.]
DATE OF ADJUDICATION . . .	— Day of — 184—.
DATE AT WHICH GAZETTED . . .	— Day of — 184—.
OFFICIAL ASSIGNEE . . .	[Name and Date of Appointment.]
CREDITOR'S ASSIGNEES . . .	[Names, &c. as in Choice Paper, and Date of Choice.]
SOLICITOR (if changed) . . .	
AMOUNT OF DEBTS proved at First Meeting or Sitting . . .	
Ditto . . . claimed . . .	
LAST EXAMINATION . . .	[Date of] Adjourned to [or sine Die,] [or Passed]
	(And in addition to the above, under Fiats where last Examination hereafter passed.)
	The Amount of Creditors' Debts, of Liabilities, and of Assets, as disclosed in the Balance-sheet.
CERTIFICATE . . .	[Date and Particulars (if any deemed material) of granting the same.]
AUDIT . . .	Date of: — day of — 184—.
	(From Audit or Dividend Paper.)
	Gross Receipts . . . £
	Net Receipts . . . £
	(And in addition to the above, from Accounts hereafter audited.)
	Amount of Solicitors' Bills:—
	1st Bill . . . £
	2nd Bill . . .
	&c. &c. . .
	Total . . . £
	Amount of Messengers' Bills:
	1st Bill . . . £
	2nd Bill . . .
	&c. &c. . .
	Total . . . £
	Court Fees:—
	To Secretary of Bankrupts' Account . . .
	To Compensation Account . . .
	Rent and Taxes . . .
	Wages in full . . .
	Remuneration Charge for Official Assignee . . .
	Allowance to Bankrupts . . .
	Postages and Petty Expenses . . .

<b>DIVIDEND . . . . .</b>	<b>Date of: — Day of — 184—.</b>
	<i>(From Dividend Paper.)</i>
Gross Sum divided . . . . . £	
Rate of Dividend — in the Pound.	
Balance retained . . . . .	
	<i>(And in addition to the above, where Dividend hereafter declared.)</i>
	Reason for retaining Balance.

A similar return at every subsequent sitting for audit or dividend.

Like returns as above where there are separate estates for each bankrupt.

IV. That every sum directed to be paid under section 57 of the 5 & 6 Vict. c. 122, or under section 47 of the 1 & 2 Will. 4, c. 56, shall be taken by the deputy-registrar of the court authorized to act in the prosecution of the commission or fiat under which such sum shall be payable; and an account of all sums so taken shall be kept by such deputy-registrar, and such sums shall be certified by the commissioner to correspond with the number of sittings, and be paid by the deputy-registrar monthly into the Bank of England, or in the country into one of the branches thereof, or such other bank as shall be named by the Bank of England for that purpose, to the credit of the accountant in bankruptcy, to be carried to the account intituled "The Secretary of Bankrupts' Account," and the voucher for such payment shall be produced to the commissioner within one week thereafter.

V. That the sum directed by the 5 & 6 Vict. c. 122, s. 78, to be charged to and paid out of the estate of the bankrupt under every fiat prosecuted in the country, for every sitting under such fiat, shall be received by the deputy-registrar of the court authorized to act in the prosecution of such fiat; and a separate account of all sums so received shall be kept by the deputy-registrar: and such sums shall be certified by the commissioner to correspond with the number of sittings, and be paid by the deputy-registrar, monthly, into one of the branches of the Bank of England, or such other bank as shall be named by the Bank of England for that purpose, to the account intituled "Interest arising from the Bankruptcy Fund Account."

VI. That printed copies of this order shall be supplied by the Lord Chancellor's secretary of Bankrupts to the several courts authorized to act in the prosecution of fiats in Bankruptcy in London, and in the several districts in the country, and to the chief registrar of the Court of Bankruptcy in Basinghall-street, and one copy shall be posted up in some conspicuous place in every such court, and in the office of the chief registrar.

LYNDHURST, C.

**GENERAL RULES and ORDERS made under the 5 & 6 Vict. c. 122, s. 70, for regulating the Forms of Proceedings (where not provided for by the said Act) and the Practice to be observed in every Court authorized to act in the PROSECUTION of FIATS in BANKRUPTCY. 12th November 1842.**

It IS ORDERED as follows; that is to say,

I. After the expiration of one calendar month from the date of these Rules and Orders, no attorney or solicitor shall be allowed to practise in any District Court of Bankruptcy until he shall have been admitted and inrolled as an attorney or solicitor of the Court of Bankruptcy in manner prescribed by the general Rules and Orders made for regulating the practice of the said court, and bearing date the 12th January 1832.

II. Every commission or fiat in bankruptcy trans-

ferred to the Court of Bankruptcy in London under the provisions of the act 5 & 6 Vict. c. 122, s. 52, shall, before or forthwith after any proceeding thereupon in such court, be registered in the office of the chief registrar in Basinghall-street in a book to be kept for that purpose, and allotted by ballot to one of the commissioners of such court, in the same manner as fiats directed to such court are now allotted, or in such other manner as the commissioners shall from time to time direct.

III. Every fiat issued after the commencement of the aforesaid act, and directed to the Court of Bankruptcy in London, shall, forthwith after the delivery of the same at such court, be filed of record in the office of the chief registrar in Basinghall-street, and a minute of the date of so filing the same shall be made at the time, in writing, at the foot of such fiat; and such fiat shall not be opened, upon the application of any other creditor than the petitioning creditor, until after the expiration of three days from such date.—(See sect. 4).

IV. Every commission or fiat in bankruptcy transferred to any District Court of Bankruptcy under the provisions of the act 5 & 6 Vict. c. 122, s. 52, shall, before, or forthwith after, any proceeding thereupon in such court, be registered by a deputy registrar attending such court, in a book to be kept for that purpose, and in districts where there are two commissioners shall be allotted, by ballot, in the presence of the solicitor acting under such commission or fiat, or in rotation in such manner as the commissioners shall from time to time direct, to one of such commissioners, and shall be further prosecuted before such commissioner, or before the district commissioner, where there is only one commissioner: Provided always, that either of the commissioners authorized to act in the prosecution of fiats in bankruptcy in any district in the country may, in the absence of the other commissioner, sit or act for him.

V. Every fiat issued after the commencement of the aforesaid act, and directed to any district court of bankruptcy, shall, forthwith after the delivery of the same at such court, be registered by a deputy-registrar attending such court in a book to be kept for that purpose, and a minute of the date of so registering the same shall be made at the time, in writing, at the foot of such fiat; and such fiat shall not be opened, upon the application of any other creditor than the petitioning creditor, until after the expiration of three days from such date; and such fiat shall be allotted by ballot, or in rotation, and prosecuted as directed with respect to a commission or fiat transferred to such court, subject to the like proviso in case of the absence of a commissioner.

VI. The present practice in the Court of Bankruptcy, where not inconsistent with or otherwise directed by the aforesaid act or these rules and orders, shall, until further order, be followed in such court, and in every district court of bankruptcy; and every proceeding in any district court of bankruptcy, where not by the aforesaid act or herein specially provided for, shall, until further order, be in the same form (*mutatis mutandis*), and the paper thereof of the same size, as is now used in the Court of Bankruptcy in London, and shall be kept in such district court, unless and until directed by the Lord Chancellor to be transmitted to the Court of Bankruptcy in London.—(See sect. 47).

VII. Every attorney or solicitor of the Court of Bankruptcy having in his custody or power the proceedings under any fiat in bankruptcy, opened, or purporting by the proceedings to have been opened, at any time after the passing of the act 1 & 2 Will. 4, c. 56, shall forthwith bring such fiat and proceedings into the Court of Bankruptcy or district court of bankruptcy into which such fiat shall have been transferred and removed (as the case may be), to be registered in such

court, and further prosecuted therein, as hereinbefore in that behalf directed.

VIII. The deputy registrar attending the commissioner shall take minutes and have the charge of all proceedings before him, and otherwise assist in the business of the court, subject in all cases to the control of the commissioner.

IX. Every application by a petitioning creditor to extend the time for opening any fiat shall be supported by affidavit to be filed in court.—(See sect. 4).

X. In every case where the time for opening any fiat shall be extended under 5 & 6 Vict. c. 122, s. 4, the commissioner shall forthwith cause notice to be sent by the post to the Lord Chancellor's secretary of bankrupts of the extended time allowed by the court.

XI. In every advertisement of an adjudication of bankruptcy in the London Gazette, the date of the fiat under which such adjudication shall have been made shall be stated.—(See sect. 24).

XII. The personal attendance of the petitioning creditor, and of the witness or witnesses to prove the trading and act of bankruptcy, upon the opening of the fiat, shall in no case be dispensed with, except upon special cause proved to the satisfaction of the commissioner.—(See sect. 68).

XIII. If any person adjudged bankrupt intend to dispute such adjudication, such person shall cause notice of his intention so to do to be served upon the petitioning creditor or his solicitor, and the deputy registrar of the court, two days at the least before the day of shewing cause against such adjudication.

XIV. The bankrupt's balance sheet must be filed in duplicate with the deputy registrar of the court ten days at least before the day appointed for the last examination of the bankrupt, or the adjournment-day thereof for that purpose (one copy for the official assignee, and the other for the proceedings); and the last examination of the bankrupt shall in no case be passed by the court unless his balance sheet shall have been duly filed as aforesaid: office copies of the balance sheet, or such part thereof as shall be required, shall be provided by the proper officer.

XV. Every bill of fees and disbursements, and charges of any solicitor or attorney, or messenger, under any commission or fiat in bankruptcy, incurred prior to any sitting for an audit under such commission or fiat, shall be delivered to the deputy registrar for taxation five days, at least, before the day appointed for such sitting; and, in default thereof, if such sitting shall be adjourned by reason of such default, such solicitor or attorney, or messenger, shall pay the costs occasioned by the adjournment, and the amount thereof shall be deducted from the amount of such bill; and no money shall be paid to any solicitor or attorney, or messenger, on account of any fees or disbursements or charges of any bill, until such bill shall have been taxed.

XVI. The audit account of the official assignee, or of any creditors' assignee or assignees, shall be made out in the ordinary form of a debtor and creditor account, each item thereof being entered according to its date, and a name, date, and proper explanation given to such item; and a duplicate of such account shall be sent by the official assignee to the solicitor two days at least prior to the day appointed for the auditing of such account, subject to the power of the commissioner, to require an account, digested under proper heads, to be annexed to the audit account, if he shall think proper.

XVII. At every audit the debtor and property book exhibited to the court by the official assignee shall be carefully examined and compared with the debts and property collected as stated in the audit paper, and the cause of any monies remaining uncollected shall be ascertained, and a minute thereof made, and filed with

the proceedings; and all persons appearing to be indebted to the bankrupt's estate shall be forthwith summoned and examined in that behalf upon oath, and the examination so taken shall be filed with the proceedings; and such directions shall be given by the court as to any further proceedings thereupon as to the court shall seem fit.

XVIII. No audit and dividend shall be appointed for the same day, except for some special cause, to be stated to the court in writing, at the time of such appointment, and allowed.

XIX. Under every fiat issued within six months before the commencement of the aforesaid act, or hereafter to be issued, a final dividend shall be advertised within two years after the date of such fiat; and under every commission or fiat issued twelve months or more prior to the commencement of the aforesaid act a final dividend shall be advertised within eighteen months after the commencement of the aforesaid act, unless, in either of the cases aforesaid, there be some cause to the contrary to the satisfaction of the commissioner, to be stated in writing, and filed with the proceedings.—(See sect. 55). *Mem.—To facilitate compliance with this rule, register estate book of official assignee should be periodically examined.*

XX. The particulars of demand and notice under the aforesaid act, and specified in schedule A (No. 2), shall, in cases where the debt demanded is claimed to be due to a partnership firm, be signed by or in the name of one of the partners, on behalf of himself and partner or partners, adding after such signature the style or firm of partnership and place of business as follows:—(that is to say,) "John Thompson, for self and partners, trading under the style or firm of — at — in the county of —;" and in cases where the debt demanded is claimed to be due to any one person, or to two or more persons not being partners in trade, such particulars of demand and notice shall be signed by or in the name of every such person by his christian and surname, and his or their residence or place of business as follows:—(that is to say,) "Edward Jones, residing at — in the county of —, or carrying on business at — in the county of —." *N. B.—The particulars of demand and notice must be a copy of the particulars of demand and notice required to be annexed to the affidavit of debt.*

XXI. Such particulars and notice shall be directed to the party or parties intended to be summoned by the christian and surname of each of them, (or, when the christian name is not known, then by the initial letter or letters, or some contraction of the christian name, and by the surname), and also by the place of residence, in the same form as mentioned in the last rule, and shall also contain in the body thereof a statement of the name or names of all the persons from whom the debt is claimed to be due, whether the whole of them shall be summoned or not or (in the case of partners) the style or firm of partnership, and place of business, in the same form as mentioned in the same rule.—(See sect. 11).

XXII. The account in such particulars of demand shall be expressed with reasonable and convenient certainty, as to dates and all other matters; and where credit is given in such account to the debtor, the notice shall require payment of the difference, or balance only, which appears to be due on such account.

XXIII. If the affidavit for summoning a debtor under the said act shall not be filed within one calendar month after service of the particulars of demand and notice, the plaintiff (or creditor) shall not afterwards be at liberty to proceed without serving new particulars of demand and notice.

XXIV. Every affidavit under the said act shall be entitled of "The Court of Bankruptcy in London," or

"The Court of Bankruptcy for the — District" (as the case may be).

**XXV.** Every affidavit for summoning a debtor under the said act shall state the nature of the debt with the same degree of certainty and precision as is now required in an affidavit to hold to bail by order of a judge in the superior courts at Westminster.

**XXVI.** Every summons of a debtor under the said act shall describe the parties in the same manner as they were described in the particulars of demand and notice.

**XXVII.** Every such summons shall be indorsed with a notice as follows:—(See sects. 11 to 19 inclusive).

*"Notice to the Party Summoned."*

"This summons is served upon you pursuant to the provisions of the 5 & 6 Vict. c. 122, intitled 'An Act for the Amendment of the Law of Bankruptcy,' and is founded on an affidavit of debt which was filed in the Court of Bankruptcy in London (or the Court of Bankruptcy for the — District) at —, on the — day of —, 184—.

"If you shall fail to appear in person to this summons at the time and place within specified (having no lawful impediment made known to and proved to the satisfaction of the said court at the said time, and allowed), and if you also fail within fourteen days after service of this summons, or within such enlarged time as the said court may grant, to pay, secure, or compound for the demand within mentioned to the satisfaction of the summoning creditor, or enter into a bond, with two sureties, to be approved of by the said court, to pay such sum as shall be recovered in any action which shall have been brought or shall thereafter be brought for recovery of the same, together with such costs as shall be given in such action, you will be deemed to have committed an act of bankruptcy on the fifteenth day after the service of this summons, provided a fiat in bankruptcy shall issue against you within two calendar months from the filing of the above-mentioned affidavit.

"If you shall appear, and on appearance shall refuse to sign an admission of the said demand in the form required by the said act, and shall not make a deposition on your oath, in the form required by the said act, that you believe you have a good defence to such demand, and shall also fail within fourteen days after service of this summons, or within such enlarged time as aforesaid, to pay, secure, or compound as above mentioned, or to enter into such bond as above mentioned, the same consequence will follow as in the case first supposed, subject to the same proviso as regards the issuing a fiat in bankruptcy.

"If you shall appear, and on appearance shall sign an admission of the said demand, and shall not within fourteen days next after the filing of such admission pay, or tender and offer to pay, to the said creditor the amount of such demand, or secure or compound for the same to the satisfaction of such creditor, you will be deemed to have committed an act of bankruptcy on the fifteenth day after the filing of such admission, subject to the same proviso as before mentioned with regard to the issuing a fiat in bankruptcy.

"If you shall appear, and on appearance shall sign an admission for part of the said demand, and shall not make a deposition, on your oath, in form required by the said act, that you believe you have a good defence to the residue, then, if, as to the sum so admitted, you shall not, within fourteen days next after the filing of such admission, pay, or tender and offer to pay, to the said creditors, the sum so admitted, or secure or compound for the same to the satisfaction of such creditor, and as to the residue of such demand shall not within fourteen days from the service of this summons, or such enlarged time as may be granted by the said court in that behalf, pay, secure, or compound for the same to the satisfaction of such creditor, or enter into a bond, with two sureties, to be approved of by the court, to pay such sum as shall be recovered in any action which shall have been brought or shall thereafter be brought for recovery of the same, together with such costs as shall be given in such action, you will be deemed to have committed an act of bankruptcy on the fifteenth day after the service of this summons, subject to the same proviso as before mentioned with regard to the issuing the fiat in bankruptcy.

"If you shall appear, and on appearance shall, as to the whole of the said demand, or part of it, make a deposition on your oath, in the form required by the said act, that you be-

lieve you have a good defence to the same, you will be entitled to a discharge from the summons.

"You are moreover to observe that an admission made by you after the service of this summons, though signed out of court, may afterwards be filed in court, and will be as effectual as if you had appeared and signed it in court, provided there be present at the time of the signature an attorney of one of her Majesty's superior courts of law, on your behalf, expressly named by you, and attending at your request, to inform you of the effect of such admission, before it is signed by you; and provided also, that such attorney do subscribe his name to the admission as a witness, and in such attestation declare himself to be attending for you, and state therein that he subscribes as such attorney; and provided also, that the admission be in the following form:—

"I, the undersigned E. F., of —, in the county of —, do hereby confess that I am indebted to A. B., of —, in the sum of —.

"Signed, E. F.

"Dated this — day of —, 184—.

"Witness G. H., attorney for the said E. F., and subscribing witness to the execution hereof as such attorney."

**XXVIII.** Every summons of a debtor under the said act shall be indorsed with the name and place of residence (according to the form of specifying name and place directed by Rule XX.) of the attorney actually suing out the same; and in case such attorney shall not be an attorney of the Court of Bankruptcy, then also with the name and place of residence (according to the same form) of the attorney of such court in whose name the summons shall be sued out; but in case no attorney shall be employed for the purpose, then with a memorandum expressing that the same has been sued out by the summoning creditor "in person."

**XXIX.** Every such summons shall be served four days at least before the time for appearance therein mentioned.

**XXX.** Every such summons shall be served between the hours of nine o'clock in the forenoon and nine o'clock in the evening.

**XXXI.** If the plaintiff (creditor) shall make default in appearance at the time appointed in that behalf, the defendant (debtor) shall be entitled to his discharge from the summons; and a memorandum of such discharge shall be indorsed on the summons.

**XXXII.** If the defendant shall appear at the time appointed in that behalf, and shall refuse to admit such demand, but shall, as to the whole of the said demand, or part of it, make a deposition on oath, in the form required by the said act, that he believes he has a good defence to the same, the defendant shall be entitled to his discharge from the summons, and a memorandum of such discharge shall be indorsed on the summons.

**XXXIII.** Any want of compliance on the part of the plaintiff with these rules and orders in the particulars of demand and notice, and in the affidavit for summoning the defendant, and in the summons and service thereof, or in any or either of such matters, may be waived by the defendant, or if made known to and proved to the satisfaction of the court, at the time required by the summons for the appearance of the defendant, shall be deemed and taken to be a good objection to requiring the defendant to state whether or not he admits the demand sworn to by the plaintiff, or any part thereof; and in such case, if such want of compliance be not waived, the defendant shall be entitled to his discharge from the summons, and a memorandum of such discharge shall be indorsed on the summons.

**XXXIV.** Every application to enlarge the time for calling on the defendant to state whether or not he admits the demand or any part thereof, or for entering into a bond, with sureties, shall be supported by affidavit.

**XXXV.** Before any defendant shall be allowed to enter into a bond, with sureties, according to the pro-

visions of the said act, he shall give to the plaintiff or his attorney a notice in writing, signed by the defendant or his attorney, of the defendant's intention so to proceed.

XXXVI. Such notice of sureties shall be accompanied with a true copy of the affidavit of sufficiency, which affidavit shall be in the following form, viz.:—

"In the Court of Bankruptcy, London.

[or, In the Court of Bankruptcy for the district].

"Between — and —.

"A. B. of —, in the, &c., and C. D. of, &c., [adding their place of residence respectively, according to the particulars set forth in Rule XXI], severally make oath and say; and, first, the said A. B. for himself saith, that he is one of the proposed sureties for the above-named defendant, and that he the said A. B. resides at — aforesaid, and that he is worth property to the amount of £ — over and above what will pay and satisfy all his just debts and incumbrances; That he is not surety in any manner for the above-named defendant, or any other person, except on the present occasion, [or, if he is surety on any other occasion, substitute for the words underlined the following, "and every other sum for which he is now surety"] that his, the said A. B.'s property, to the amount aforesaid, consists of [here specify the nature and value of the property according to the circumstances of the case, as follows]; stock in trade in his business of a —, carried on by him at —, of the value of £ —; of good book debts owing to him to the amount of £ —; of furniture in his house at — of the value of £ —; of a freehold [or leasehold] farm of the value of £ —, situate at —, occupied by —; or of a dwelling-house of the value of £ —, situate at —, occupied by —; or of other property, particularizing each description of property, with the value thereof. And the said A. B. further saith, that for the last six months he has resided at — aforesaid, [or if he has resided at several places, then say, "at the following places," particularizing them according to the form of describing place as directed by Rule XXI]. And the above-named deponent C. D., for himself saith, that [here pursue the same form as with respect to the former surety]."

XXXVII. The amount of property so sworn to shall be the sum demanded, fractional parts of a pound excepted, and one-fourth more.

XXXVIII. The plaintiff shall be at liberty, within four days after service of notice of sureties, to except to the proposed sureties or either of them, by delivering a written notice to the defendant or his attorney, to the effect generally that he excepts to such surety (or sureties, as the case may be).

XXXIX. Two days after the service of such notice of exception the defendant or his attorney shall attend at eleven o'clock in the forenoon in open court, with the bond duly stamped, and with an affidavit by the subscribing witness of the execution of such bond; and the plaintiff or his attorney shall be at liberty to oppose the sureties or either of them, upon affidavit, or on the ground of any defect appearing on the face of the proceedings.

XL. The bond shall be taken in a penal sum, to be the amount of double the sum demanded, and shall be executed by the defendant and both sureties to the plaintiff, and the form of the condition shall be as follows:—

"Whereas the said (plaintiff) and one C. D., by their affidavit, sworn and filed in the Court of Bankruptcy [or, in the district Court of Bankruptcy at —], on the — day of —, 184 —, according to an act passed in the session of Parliament holden in the fifth and sixth years of the reign of Queen Victoria, intituled, &c., severally deposed as follows: that is to say, the deponent (plaintiff) for himself said [here set forth the affidavit for summons]: and whereas the said court did, upon the filing such affidavit, issue a summons according to the said act, which was duly served on the said (defendant) on the

— day of —, in the year 184 —: and whereas the said (defendant) upon his appearance to the said summons [or at an enlargement or adjournment of the said summons, as the case may be], refused to admit such demand, and made no deposition, according to the said act, that he believed he had a good defence to such demand [or signed an admission for part only of such demand, viz. the sum of £ —, and did not make a deposition according to the said act, that he believed he had a good defence to the residue of such demand]; and whereas the said defendant has requested the said (sureties), as sureties for him, to join him in the present obligation, conditioned as hereinafter appearing, to which they have consented; and the said defendant has given notice thereof to the said plaintiff\*:

\* If no action be brought, omit the part underlined.

And whereas the said plaintiff hath brought an action at law for recovery of the said demand [or of the residue of the said demand, as the case may be]: now the condition of the above-

written obligation is such, that if the said (defendant), his executors or administrators, shall pay such sum or sums to the said (plaintiff), his executors, administrators, or assigns, as shall be recovered in the said action, or any other action which may have been brought or shall hereafter be brought for the recovery of the said demand, [or the said residue of the said demand, as the case may be], together with such costs as shall be given in the same, then the present obligation shall be void, otherwise shall be and remain in full force and virtue."

XLI. Where no notice of exception is served, the defendant or his attorney shall attend in open court on the sixth day after the service of notice of sureties, at 11 o'clock in the forenoon, with the bond and affidavit of execution aforesaid, and also with an affidavit of the service of notice of sureties, and an office copy of the affidavit of sufficiency.

XLII. All affidavits used in court shall be filed.

XLIII. In all cases in which any particular number of days is above prescribed, or shall be mentioned in any of these rules and orders, or any other rule or order of court, for the doing of any act, the same shall be reckoned, in the absence of any expression to the contrary, exclusive of the first and inclusive of the last day, unless the last day shall happen to fall on a Sunday, Christmas-day, Good-Friday, or a day appointed for a public fast or thanksgiving, in which case the time shall be reckoned exclusive of that day also.

XLIV. Any writ of attachment, or other writ issued by a subdivision court, or court authorized to act in the prosecution of any fiat in bankruptcy, or an order of such court, for the non-payment of costs, on the deputy registrar's allocatur, shall be sealed with the seal of the Court of Bankruptcy by the chief registrar of such court in Basinghall-street.

XLV. Printed copies of these rules shall be supplied by the Lord Chancellor's secretary of bankrupts to the several courts authorized to act in the prosecution of fiats in bankruptcy in London, and in the several districts in the country, and to the chief registrar of the Court of Bankruptcy in Basinghall-street; and one copy shall be posted up in some conspicuous place in every such court, and in the office of the chief registrar.

C. F. WILLIAMS,  
J. H. MERRIVALE,  
JOSHUA EVANS,  
JOHN S. M. FONBLANQUE,  
R. G. C. FANE,  
EDWARD HOLBOYD,  
HENRY J. STEPHEN,  
EDMUND ROBERT DANIELL,

Commissioners.

Approved,—LYNDEURST, C.

**ORDER made by the Right Hon. JOHN SINGLETON Lord LYNCHURST, LORD HIGH CHANCELLOR of GREAT BRITAIN, relating to OFFICIAL ASSIGNEES, under the Provisions of the Statute passed in the Parliament holden in the Fifth and Sixth Years of the Reign of her present Majesty, intituled "AN ACT FOR THE AMENDMENT OF THE LAW OF BANKRUPTCY."—12th November 1842.**

It is ordered as follows, that is to say,

I. That each official assignee appointed to act as official assignee in bankruptcies prosecuted in the country shall find security to the like amount, and be subject to the same rules in relation thereto, as the official assignees appointed to act in bankruptcies prosecuted in the City of London.—(*See Rules 22, 23, and 24, of General Rules and Orders, dated 12th Jan. 1832.*)

II. That each official assignee, appointed to act as such in bankruptcies prosecuted in the country, shall be subject to the like prohibition not to carry on any trade or business, or hold or be engaged in any office or employment other than his said office and employment of official assignee, as the official assignees appointed to act in bankruptcies prosecuted in the City of London.—(*See Rule 21 of General Rules and Orders, dated 12th Jan. 1832.*)

III. That, until further order, the commissioner in the country shall appoint his official assignees to act in rotation under the several bankruptcies prosecuted before him, unless in any case the commissioner shall see cause to the contrary.

IV. That this order in the several matters herein-after mentioned shall from henceforth, except in matters otherwise herein specially directed, apply to every official assignee, whether acting under bankruptcies prosecuted in London or in the country, and to every such bankruptcy.

V. That the official assignee shall, on the 1st January in every year, or within one week then next following, make a declaration in writing, to be filed with the chief registrar of the Court of Bankruptcy in Basinghall-street, that to the best of his knowledge and belief his sureties are alive and solvent, and in such declaration state, to the best of his knowledge and belief, any change of residence of any or either of such sureties.

VI. That the official assignee shall enter in a book, to be called the Register Estate Book, the names of the bankrupts in the commissions and fiats to which he shall have been or shall be appointed.

VII. That the official assignee shall keep the following set of books, in size and form hereinafter referred to: that is to say,

Register Estate Book (No. 1);  
Register Book of Bankrupts' Books, delivered to official assignee under each estate (No. 2);  
Debtor and Property Book;  
Rough Cash Book;  
Fair Cash Book;  
Rough Journal, } for bills of exchange, securities,  
Fair Journal, } &c.;  
Ledger;  
Letter Book;  
Petty Cash and Postage Book;  
Audit Book.

The size of such several books, and of any other books kept by the official assignee in his official capacity, and the form of entry in all such books, to be settled by the accountant in bankruptcy.

VIII. That the official assignee, forthwith after his appointment under any bankrupt's estate, shall sort and number the books, papers, and writings of the bankrupt, with the number of the estate, in the Register Estate Book, and the number of each book, thus:—

(54. (*The number of the estate in the Register Estate Book.*).

75. (*The number of the book, paper, or writing received by the official assignee.*)).

and the official assignee shall file a list thereof, with the proceedings, and shall also forthwith after his appointment deliver to the bankrupt a written notice or letter in the form specified in the schedule hereunto annexed, (No. 1).

IX. That the official assignee shall direct, in the form specified in the schedule hereunto annexed, (No. 2), the payment of all monies due to any bankrupt's estate from any one person, or from two or more persons being partners, and carrying on business or residing in England, and exceeding in amount the sum of 500*l.*, and all monies being in the hands or under the control of any assignee or assignees chosen by the creditors of any bankrupt's estate to which such official assignee shall have been appointed, into the Bank of England, to the credit of the accountant in bankruptcy, and for the particular estate to which such money shall belong.

X. That when any money shall be paid into the Bank of England, pursuant to the directions aforesaid, the party so paying such money shall receive a certificate in the form specified in the schedule hereunto annexed, (No. 3), from one of the cashiers of such bank, of his paying the same, and of its being placed to the account of the accountant in bankruptcy for the proper estate, and a voucher for such payment to be sent by the bank on the same day to the said accountant.

XI. That as soon as conveniently may be after every such payment, the accountant in bankruptcy shall certify in writing to the proper official assignee that such payment has been made, and the name of the bankrupt or bankrupts to the credit of whose estate the money has been placed in the books kept in the office of the accountant in bankruptcy.

XII. That the accountant in bankruptcy and the governor and company of the Bank of England are hereby authorized to make from time to time such further regulations, to be settled by one or more of the commissioners of the Court of Bankruptcy acting in London, and subject to the approval of the Lord Chancellor, for facilitating the making of such payments, and certifying the same to the official assignee, as to them shall seem meet.

XIII. That no official assignee shall keep under his control upon any one estate more than 100*l.*, or in the aggregate of monies of bankrupts' estates, more than 1000*l.*, and any excess beyond such sum shall be paid by him forthwith into the Bank of England.

XIV. That the official assignee at the time of paying any monies into the Bank of England shall state in writing, delivered therewith to the cashier of the bank, in the form specified in the schedule hereunto annexed, (No. 4), the date and amount of the payment, the name of the official assignee making it, the name and description of the bankrupt or bankrupts to whose estate the money belongs, and that it is to be placed to the credit of the accountant in bankruptcy; and the official assignee shall take a receipt for the same from the cashier of the bank, and on the same day carry or transmit it to the office of the accountant in bankruptcy, who will give a proper voucher for such receipt, and that the money is placed to the credit of the estate of the said bankrupt or bankrupts in the books kept in the office of the accountant in bankruptcy, such voucher to be produced when called for by the court.

XV. That all monies, without exception, received by the official assignee, and not paid by him forthwith into the Bank of England to the credit of the accountant in bankruptcy, shall be paid by the official assignee as soon as they shall amount to 100*l.*, into the hands of



a banker, with whom such official assignee shall keep an account as such official assignee, such account to be entitled as official assignee, and in which account no monies shall be entered except such as are received by the official assignee in his official capacity.

XVI. That all monies paid into the Bank of England to the credit of the accountant in bankruptcy for the estate of any person adjudged bankrupt, or in matters of bankruptcy, shall be subject to the order of a commissioner of the Court of Bankruptcy, in writing under his hand, and testified by a deputy registrar as to the application thereof; provided that every such order shall specify the amount of any payment to be made by such order, the purpose to which it is to be applied, and the name of the official assignee to whom the same is to be made for such purpose; and in cases where the sum to be paid exceeds 500*l.*, the name of the person beneficially entitled (to whom in such case the payment shall be made), and the accountant in bankruptcy shall and may, pursuant to such order, pay the sum of money specified therein out of such bankrupt's estate by a draft, subscribed to and on the same paper with the said order; such order and draft to be in the form specified in the schedule hereunto annexed, No. 5).

XVII. That all orders by the commissioner for payment of money, or for the transfer and sale (as herein-after provided) of any stock or securities, being part of a bankrupt's estate, be signed in triplicate, and that one copy of any such order be filed with the proceedings in the bankruptcy, and that one copy be left at the Bank of England, and that one copy be left with the accountant in bankruptcy.

XVIII. That the official assignee shall, before any audit, enter in the book called the debtor and property book the names of all the debtors to the bankrupt's estate, as returned in his balance sheet, and shall state the reasons why debts are not paid on the opposite page, such book to be produced to the court at every audit.

XIX. That each official assignee shall deposit in the Bank of England, to the credit of the accountant in bankruptcy, all bills, notes, and other negotiable instruments, except unaccepted bills of exchange, as soon as he shall receive the same; and shall deposit in like manner all unaccepted bills of exchange, as soon as the same shall have been accepted or refused acceptance; and shall at the time of such deposit leave a statement in writing with the cashier of the Bank of England specifying the date and contents of the instruments so deposited, the name of the official assignee making such deposit, the name and description of the bankrupt or bankrupts, and the particular estate to which the same respectively belong, and that such instruments respectively are to be deposited to the credit of the said accountant in bankruptcy; and shall also take a receipt for the same from the cashier of the bank, and carry or transmit it to the office of the said accountant in bankruptcy, who will give a proper voucher, to be produced when called for by the court.

That when and as soon as any bill, note, or other negotiable instrument deposited as aforesaid in the Bank of England in the name of the said accountant shall become due, the Governor and Company of the Bank of England shall, without any direction from the said accountant, deliver such bill, note, or other negotiable instrument to one of the cashiers of the bank, who is to present the same for payment, and receive the sum of money due thereon, and forthwith to pay the sum so received, if any, into the Bank of England, to be there placed to the credit of the said accountant.

That in case any such bill, note, or other negotiable instrument shall not be paid, the said Governor and Company of the Bank of England shall cause such bill, note, or other negotiable instrument as is by law re-

quired to be noted and protested to be delivered to a notary for that purpose, and to be noted and protested accordingly, and shall, after the same shall have been so noted and protested, as the case may be, again deposit the same in the Bank of England, to the credit of the said accountant.

And that the said Governor and Company of the Bank of England are forthwith, after every such receipt of money or deposit of any note, bill, or other negotiable instrument, to certify to the said accountant the sum of money received, if any, on each such bill, note, or negotiable instrument, and placed to the credit of the said accountant, or that such bill, note, or other negotiable instrument has been dishonoured; and such dishonoured bill, note, or other negotiable instrument shall be forthwith delivered by the Bank to the proper official assignee.

And that as often as any bill, note, or other negotiable instrument that shall have come to the hands of any official assignee shall have been or shall be dishonoured, such official assignee shall forthwith give such notice thereof as is by law required from the holder of such bill, note, or other negotiable instrument respectively.

XX. That any one of the Commissioners of the Court of Bankruptcy acting in the prosecution of any fiat in bankruptcy may from time to time make order relative to the delivery out to an official assignee of any bill of exchange or promissory note which may stand in the Bank of England to the credit of the accountant in bankruptcy for the estate under such fiat; provided that the purpose of such delivery be stated in the order, and such order be testified by a deputy registrar.

XXI. That any one of the Commissioners of the Court of Bankruptcy acting in the prosecution of any fiat in bankruptcy may, as often as it shall appear to him expedient, by order under his hand, (in the form specified in the schedule hereunto annexed (Nos. 6, 7, and 8)) direct any money which may have been paid into the Bank of England on account of the estate of the bankrupt named in such fiat to be invested in the purchase of Exchequer bills, to be lodged in the Bank of England, and may in like manner direct the sale or exchange of such Exchequer bills, and also the exchange, sale, or transfer of any stock in the public funds or in any public company, or of any Exchequer bills, India bonds, or other public securities which shall have been transferred, delivered, or paid into the Bank of England on account of such bankrupt's estate, and may direct the proceeds thereof to be laid out in the purchase of Exchequer bills, and that such Exchequer bills, when so purchased, be deposited in the Bank of England to the credit of the said accountant for such particular estate; and the said accountant shall and may, pursuant to such order, make such sale, purchase, or transfer without any further order or direction; and the expenses thereof may be charged to the account of the estate for the benefit of which the same shall have been respectively made.

Provided always, that the signature of the commissioner be attested by a deputy registrar, and that the order of the accountant in bankruptcy be subscribed to the order of the commissioner, and on the same paper with the said order.

Provided further, that no stock or public fund be transferred upon any sale, and that no Exchequer bill, India bond, or public security be delivered for the purpose of sale, except to a cashier of the Bank of England, until the price or value thereof be paid into the Bank of England to the credit of the accountant in bankruptcy for the particular estate to which it belongs; and that no sum be paid for the purchase of any Exchequer bill, India bond, or other public security, until such Exchequer bill, India bond, or public security be deposited in the Bank of England to the credit of the

said accountant in bankruptcy, and for such particular estate.

**XXII.** That the official assignee shall, within one week after the declaration of a dividend, give notice by advertisement in the London Gazette, and to each creditor by a printed circular letter in the form specified in the schedule hereunto annexed (No. 9), to be sent through the post-office at the cost of the bankrupt's estate, to be settled by the commissioner, of the time and place of the delivery of the dividend warrants as hereinafter provided; and that at such time the official assignee will require the production of such securities, if any, as the creditor exhibited at the time of his proof; and that no dividend warrant will be delivered to the creditor holding any security for his debt until such security shall be produced, without the special directions of a commissioner in that behalf.

**XXIII.** That this order, so far as relates to the mode of payment of dividends, shall commence and take effect on the 2nd day of January next; and that no dividend under any bankrupt's estate to which an official assignee shall have been appointed shall be declared by any district Court of Bankruptcy until after the said 2nd day of January.

**XXIV.** That when a dividend has been or may be declared the solicitor to the estate shall forthwith make out three lists of the creditors in alphabetical order, and shall state in separate columns, after the name of each creditor, the amount of his debt, and the dividend to which he is entitled, and in two of such lists the securities exhibited at the time of proof, and shall to each name prefix a number in regular series, together with the date of the order of dividend, according to the form in the schedule hereunto annexed (Nos. 10 and 11), and shall sign such several lists, and shall cause one of such lists which specifies such securities to be filed with the proceedings, and the other of such lists which specifies the securities he shall deliver to the official assignee together with the list not specifying the securities; and the official assignee shall examine and sign the several lists, if correct, and shall prepare books, at the expense of the estate, containing as many blank warrants as may be necessary, according to the form of the schedule hereunto annexed (No. 12), for London, and (No. 13) for the country, and shall number and fill up a warrant for each dividend, and insert in each warrant the name of the creditor to which the number of such warrant is prefixed in the list, and the dividend payable to him, and shall keep the list specifying the securities in his custody, and shall take or send the books containing such warrants, together with the list not specifying the securities, to the accountant in bankruptcy, who shall ascertain that the amount of such warrants does not exceed the sum standing in his name to the credit of the bankrupt's estate, and shall compare the warrants with the lists, and if correct shall certify the same, by affixing the seal of his office, to be provided for that purpose, in the margin of the warrants; and he shall keep in his custody the list of creditors, and return the warrants to the official assignee, for delivery to the creditors as hereinafter mentioned.

**XXV.** That when a creditor or any person duly authorized under his hand to receive his dividend warrant, shall apply for the same, the official assignee shall require the production of such securities, if any, as the creditor exhibited at the time of his proof, and, if satisfied that the amount of the said dividend still remains due, shall fill up the date in the warrant and receipt, and upon the creditor or such other person authorized as aforesaid signing the receipt the official assignee shall mark the securities, (if any), with the amount of that dividend, and shall sign and deliver the warrant for the same; provided that no dividend warrant shall be delivered to any creditor holding any security for his

debt until such security shall be produced: Provided that upon the statement of a creditor that he is unable to produce his security, and that the same has not been parted with for any valuable consideration, nor assigned to any person, he shall be examined on oath before a commissioner as to the cause of such inability, and his examination shall be filed with the proceedings, and the commissioner shall adjudge whether in his opinion the creditor is or is not able to produce the security; and if the commissioner is of opinion that the security cannot for a sufficient cause be produced, the creditor shall give a sufficient indemnity to the official assignee, to be approved by the commissioner, and upon such indemnity being given the official assignee shall deliver the dividend warrant to the creditor.

**XXVI.** That the payment of the dividend warrant may be obtained by the creditor, or any person duly authorized by him under his hand to receive his dividend, or by the executor or administrator of any such creditor, upon production of the dividend warrant, at the office of the accountant in bankruptcy, or, in a country bankruptcy, at any branch of the Bank of England, or such other bank as shall be named by the Bank of England in that behalf.

That if any other person than the creditor or person duly authorized by him, or the executor or administrator of any such creditor, claim to receive the dividend, the person so claiming the same must obtain an order for payment thereof indorsed upon the warrant by a commissioner under his hand; and if any dividend warrant be above twelve months' date, a like order for payment thereof by a commissioner shall be required: Provided always, that in no case shall any dividend warrant be paid to an official assignee unless such official assignee be the payee, or the executor or administrator of the payee, or the assignee of any bankrupt payee.

**XXVII.** That when a dividend has been or may be declared under any fiat, the commissioner acting in the prosecution of such fiat may, by order under his hand, testified by a deputy registrar, in the form specified in the schedule hereunto annexed (No. 14), direct the sum ordered to be divided, or such part thereof as may be required, to be carried from the general account of such estate to an account to be kept in the books of the accountant in bankruptcy, intitled "The Dividend Account," and to the particular estate; provided that when it shall appear, that any part of the money directed to be applied in payment of any dividend is not called for to make such payment, the commissioner may, by order under his hand, testified as aforesaid, and in the forms specified in the schedule hereunto annexed (Nos. 15, 16, 17, 18, and 19), (as the case may be), direct such sum to be carried back to the original account of the estate to which it belonged.

**XXVIII.** That all dividend warrants under any bankrupt's estate, which shall have been delivered to any official assignee by the accountant in bankruptcy, for more than twelve calendar months, the same having been previously stamped by such accountant, but which shall not have been delivered to any creditor of such estate, shall forthwith, after the expiration of such twelve months, be brought or sent by such official assignee, together with two lists thereof, under each bankrupt's estate, to the said accountant, who shall thereupon compare the warrants with such lists, and cancel such warrants; and one of such lists shall be certified by the said accountant, and returned to the official assignee, who shall file such lists with the proceedings of the respective bankruptcies; and the other of such lists to be retained by the said accountant; and the payment of the dividend to any such creditor to be made in manner to be hereafter ordered by the Lord Chancellor.

XXIX. That the official assignee shall once in every quarter of a year deliver to the court to which he shall be attached, an account, made up to the last day of the preceding month, together with his cash-book and banker's pass-book, duly balanced, and any other books that the commissioner may require; and such account shall shew the balances placed to the credit of the accountant in bankruptcy, and of every estate under the charge of such official assignee in the books kept in the office of the accountant in bankruptcy, such balances to be certified by the said accountant; and such account shall also shew the balances of every bankrupt's estate then in the hands or under the power or control of the official assignee.

XXX. That such quarterly account shall be kept by the deputy registrar of the court to which such official assignee shall be attached, and shall be open to the inspection of creditors; and that notice shall be given in each court of such account having been delivered, and that any creditor applying to the court may inspect the same without fee, at such convenient time as may be appointed by the court.

XXXI. That all monies, bills of exchange, notes, and other negotiable instruments hereinbefore directed to be paid or delivered to or by the Bank of England, may be paid or delivered to or by the Bank of England by or through any of the branch banks thereof, or any other bank that may be named by the Governor and Company of the Bank of England for that purpose; and all business arising in the country with the Bank of England may, where necessary or convenient, be transacted with the Bank of England by or through any of such branch banks, or other bank so named.

XXXII. That the several forms specified in the schedule hereunto annexed for the several purposes therein stated, and not hereinbefore referred to, be followed in all cases where the same may be applicable.

XXXIII. That if the official assignee shall keep under his control more than 100*l.* of money belonging to any one estate, or more than 1000*l.* in the aggregate of monies belonging to bankrupts' estates, for more than one week, he shall be charged in his accounts by the commissioner with such sum as shall be equal to interest at the rate of 20*l.* per cent. on the excess of the said sum of 100*l.* or 1000*l.*, as the case may be, for such time as such money shall be under his control beyond the said week; and, unless the money has been kept from proper causes, the official assignee shall be dismissed from his office, upon the report of the commissioner, or upon petition to the Lord Chancellor by the creditors' assignee or assignees, or by any creditor, and be liable to costs and expenses, and have no claim to remuneration.

XXXIV. That, subject to the provisions of this order, the official assignee shall follow the directions of the commissioner under whom he shall act.

XXXV. That all forms relating to the payment or delivery into or out of the Bank of England of any money, bills, notes, or other securities under commissions and fiats in bankruptcy prosecuted in the country be printed in red ink.

XXXVI. That printed copies of this Order, and of the Rules herein referred to, shall be supplied by the Lord Chancellor's secretary of bankrupts to the several courts authorized to act in the prosecution of fiats in bankruptcy in London, and in the several districts in the country, and also to the accountant in bankruptcy, the Governor and Company of the Bank of England, and the chief registrar of the Court of Bankruptcy, and each official assignee; and that one such copy of this Order be posted up in some conspicuous place in every such court, and in the respective offices of the accountant in bankruptcy, chief registrar, and official assignees.

LYNDHURST, C.

## SCHEDULES.

### No. 1.

#### Form of Letter to Bankrupt forthwith after Appointment of Official Assignee.

Sir, [Residence and date].

HAVING been appointed official assignee to your estate, I have to inform you that the Court requires you to make out and deliver to me immediately—

1st.—A list of all your creditors (alphabetically arranged) and of liabilities on bills of exchange, as acceptor, drawer, or indorser, and any other engagement provable under your estate. [If any creditor has received your acceptance, or note of hand, or any other bill, with your name as drawer or indorser, or any other security, goods, or property, on account of his debt, state the particulars against his name.—This list is required within a week from this day].

2ndly.—A list of all the debtors to your estate. [State the name and present residence of the debtor, and the sum due, distinguishing those you consider to be bad or doubtful, or that are disputed.—If the debtor has been bankrupt, state if the debt has been proved, and if any, and what dividends have been received by you.—If you hold or have received any security from the debtor, state its nature].

3rdly.—A statement of rent, taxes, and rates due by you up to the quarter-day preceding your bankruptcy, with an account of all sums due for salaries and wages, and the rate per year, month, or week.

4thly.—A statement of the probable value of your stock in trade, leasehold property in houses, lands, or buildings, or any other property in your possession or control, or in the possession of others, on which you have received any advances, or have an interest. [State if the stock and premises are insured from fire, in what office, to what extent, and when the insurance expires, and who holds the policy].

You will also inform me, if there are in your custody, or in the custody of any other person, any books, papers, or documents belonging to your estate, not already taken by the messenger; and the Court requires that you attend from day to day at my office, to make up and balance your books, and prepare a balance-sheet for the purpose of passing your last examination, and which must be filed at least ten days before the day appointed for the last examination, being the — day of —. I remain, Sir, your obedient servant,

To Mr. —, —, Official Assignee.

### No. 2.

#### Direction from Official Assignee for Payment of Sums exceeding £500 in Amount due to a Bankrupt's Estate into the Bank.

By virtue of an order of the Lord Chancellor, bearing date the — day of —, I hereby direct you to pay the sum of £— due [or by the books and statements of the bankrupt hereinafter named appearing to be due] from you to the estate of C. D., of —, a bankrupt, into the Bank of England, to the credit of the accountant in bankruptcy for the said estate.

At the time of payment you will have a receipt from the Bank, which will be a sufficient discharge to you for the same.—I am, &c.

To —, —, Official Assignee.

N. B.—It is of great importance that you should produce this letter to the Bank, or fill up the annexed form, when you make the payment.

### No. 2 a.

#### Bankrupt's Estates.

London, or —, — day of —.

Estate of — of —.

—, Official Assignee.

A. B. — of — is desirous to pay into the Bank of

England the sum of — to the credit of Basil Montagu, Esq., accountant in bankruptcy for the above estate.

£—. Entered — (Bank Clerk.)

\*\* To be sent or transmitted by the Bank forthwith to the accountant in bankruptcy, upon payment being made into Bank.

### No. 3.

#### *Certificate of Payment into Bank by other than Official Assignees.*

##### Bankrupts' Estates.

— Day of —, 184 .

Estate of —.

I hereby certify, that A. B. — of — has this day paid into the Bank of England the sum of —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy for the above estate.

£—. For the Governor and Company of the Bank of England.

Entered —, —, Cashier.

N. B.—This certificate to be retained by party making payment in.

### No. 3 a.

#### *Certificate of Payment into Bank by other than Official Assignees.*

##### Bankrupts' Estates.

— District, — Day of —, 184 .

Estate of —.

I hereby certify, that A. B. — of — has this day paid into the Bank of England the sum of —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy for the above estate.

£—. For the Governor and Company of the Bank of England.

Entered —, —, Cashier.

N. B.—This certificate to be retained by party making payment in.

### No. 4.

#### *Certificate of Payment into Bank by Official Assignee.*

##### Bankrupts' Estates.

— Day of —, 184 .

I hereby certify that Mr. E. F., official assignee of the estate of — bankrupt, has this day paid into the Bank of England the sum of —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy.

£—. For the Governor and Company of the Bank of England.

Entered —, —, Cashier.

N. B.—This certificate to be sent forthwith to accountant in bankruptcy by the official assignee upon payment being made into Bank.

### No. 4 a.

#### *Certificate of Payment into Bank by Official Assignee.*

##### Bankrupts' Estates.

— District, — day of —, 184 .

I hereby certify, that Mr. E. F., official assignee of the estate of — bankrupt, has this day paid into the Bank of England the sum of —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy.

£—. For the Governor and Company of the Bank of England.

Entered —, —, Cashier.

N. B.—This certificate to be sent or transmitted forthwith to accountant in bankruptcy by the official assignee upon payment being made into Bank.

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### No. 5.

#### *Order for Payment of Money.*

##### BANK.

In the Court of Bankruptcy.

Basinghall-street, London, — day of —.

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the sum of — stands to the credit of the above estate, I certify that by my books the sum of £— stands to the credit of the above estate in the books of the accountant in bankruptcy. I HEREBY CERTIFY, that the sum of — is required for the —, I therefore order the said sum to be paid to — out of the monies standing to the credit of the Accountant in Bankruptcy in the books of the Bank of England.

—, Commissioner.

—, Dep. Reg.

Estate of —.

Pursuant to the above order, pay to the said — the said sum of —, to be charged to the debit of my account as accountant in bankruptcy.

£—. —, Accountant.

To the Cashiers of the Bank of England.

### No. 5 a.

#### *Order for Payment of Money.*

— District.

In the — District Court of Bankruptcy.

—, in the county of —, — day of —.

Before Mr. Commissioner —.

In the matter of —.

It appearing to me by the annexed certificate, that the sum of — stands to the credit of the above estate, I HEREBY CERTIFY that the sum of — is required for the —; I therefore order the said sum to be paid to — out of the monies standing to the credit of the accountant in bankruptcy in the books of the Bank of England.

—, Commissioner.

—, Dep. Reg.

Estate of —.

Pursuant to the above order, pay to the said — the said sum of —, to be charged to the debit of my account as accountant in bankruptcy.

£—. —, Accountant.

To the Cashiers of the Bank of England.

### No. 6.

#### *Order for Purchase of Exchequer Bills.*

In the Court of Bankruptcy.

Basinghall-street, London, — day of —.

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the sum of — stands to the credit of the above estate, I ORDER the sum of — to be laid out in the purchase of Exchequer bills, and that the Exchequer bills, when purchased, be deposited in the Bank of England to the credit of the accountant in bankruptcy; provided that no sum be paid for such purchase until the Exchequer bills be deposited in the Bank of England.

—, Commissioner.

—, Dep. Reg.

Estate of —.

Pursuant to the above order, pay to — the sum

of —, on his causing £ — Exchequer bills so purchased to be deposited in the Bank to the credit of my account as accountant in bankruptcy.

£ —, Accountant.  
To the Cashiers of the Bank of England.



## No. 6 a.

*Order for Purchase of Exchequer Bills.*

In the — District Court of Bankruptcy.  
— in the county of —, — day of —.

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the sum of — stands to the credit of the above estate, I ORDER the sum of — to be laid out in the purchase of Exchequer bills, and that the Exchequer bills when purchased be deposited in the Bank of England to the credit of the accountant in bankruptcy; provided that no sum be paid for such purchase until the Exchequer bills be deposited in the Bank of England.

I certify that by my books the sum of £ — stands to the credit of the estate in the books of the accountant in bankruptcy.

—, Official Assignee.

—, Commissioner.  
—, Dep. Reg.

Estate of —.

Pursuant to the above order, pay to — the sum of —, on his causing £ — Exchequer bills so purchased to be deposited in the Bank to the credit of my account as accountant in bankruptcy.

£ —, Accountant.  
To the Cashiers of the Bank of England.



## No. 7.

*Order for Sale of Exchequer Bills.*

In the Court of Bankruptcy.  
Basinghall-street, London, — day of —

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the following Exchequer bills stand to the credit of the above estate, viz. — I ORDER that — of such Exchequer bills be forthwith sold, and for that purpose that such Exchequer bill be delivered out to one of the cashiers of the Bank, who is to receive the money arising by such sale, and pay the same into the Bank of England to the credit of the accountant in bankruptcy; provided that such Exchequer bill be not delivered by the cashier of the Bank until the proceeds of the sale be paid into the Bank as aforesaid.

I certify that by my books the within-mentioned Exchequer bills stand to the credit of the above estate in the books of the accountant in bankruptcy.

—, Official Assignee.

—, Commissioner.  
—, Dep. Reg.

Estate of —.

Pursuant to the above order, deliver out of the Bank of England to one of the cashiers of the Bank the following Exchequer bills, viz. — for the purpose of being sold; provided that such Exchequer bill be not delivered by the cashier of the Bank until the proceeds of the sale be paid into the Bank as aforesaid.

£ —, Accountant.  
To the Cashiers of the Bank of England.



## No. 7 a.

*Order for Sale of Exchequer Bills.*

In the — District Court of Bankruptcy.

— in the county of —, — day of —.

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the following Exchequer bills stand to the credit of the above estate; viz. — I ORDER that — of

such Exchequer bills be forthwith sold, and for that purpose that such Exchequer bill be delivered out to one of the cashiers of the Bank, who is to receive the money arising by such sale, and pay the same into the Bank of England to the credit of the accountant in bankruptcy; provided that such Exchequer bill be not delivered by the cashier of the Bank until the proceeds of the sale be paid into the Bank as aforesaid.

—, Official Assignee.

—, Commissioner.  
—, Dep. Reg.

Estate of —.

Pursuant to the above order, deliver out of the Bank of England to one of the cashiers of the Bank the following Exchequer bills, viz. —, for the purpose of being sold; provided that such Exchequer bill be not delivered by the cashier of the Bank until the proceeds of the sale be paid into the Bank as aforesaid.

£ —, Accountant.  
To the Cashiers of the Bank of England.



## No. 8.

*Order for Sale of Stock.*

In the Court of Bankruptcy.

Basinghall-street, London, — day of —

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the sum of — stands to the credit of the above estate, I THEREFORE ORDER the said sum of — to be forthwith sold; provided that such stock be not transferred by the accountant in bankruptcy until the proceeds of the sale be paid into the Bank of England to the credit of the said accountant.

I certify that by my books the sum of £ — stock stands to the credit of the above estate in the books of the accountant in bankruptcy.

—, Official Assignee.

—, Commissioner.  
—, Dep. Registrar.

To the Cashiers of the Bank of England.



## No. 8 a.

*Order for Sale of Stock.*

In the — District Court of Bankruptcy.

At —, in the county of of —, — day of —.

Before Mr. Commissioner —.

In the matter of —.

It appearing to me, by the annexed certificate, that the sum of — stands to the credit of the above estate, I THEREFORE ORDER the said sum of — to be forthwith sold; provided that such stock be not transferred by the accountant in bankruptcy until the proceeds of the sale be paid into the Bank of England to the credit of the said accountant.

I certify that by my books the sum of £ — stock stands to the credit of the above estate in the books of the accountant in bankruptcy.

—, Official Assignee.

—, Commissioner.  
—, Dep. Registrar.

To the Cashiers of the Bank of England.

## No. 9.

*Notice by Official Assignee to Creditor when Dividend is payable.*

— District, — day of —.

Estate of —.

Sir,  
I have to inform you that you may, upon application at my office on any — or — after the — day of —, between the hours of —, receive a warrant for the dividend due to you in the above estate.

If you cannot personally attend, the warrant will be delivered to your order upon your filling up and signing the subjoined letter.

The bills and securities (if any) exhibited at the time of the proof of your debt must be produced to me before the warrant for the dividend can be received.

I am, Sir, your obedient  
— Official Assignee.  
— Residence.

To —

— day of —.

Estate of —.

Sir,  
Please deliver to — the dividend warrant payable to me under the above estate.

To — Official Assignee, — Creditor.

## No. 10.

*List of Proofs of Debt and Claims for Dividend.—No. 2.*

*Form of List.*

In the Court of Bankruptcy,  
Basinghall-street, London, —, 184—,  
In the matter of — bankrupt.

A List of DEBTS proved and claimed under the —, with

the — dividend at the rate of — in the pound, this day declared thereon by Mr. Commissioner —.

No.	Creditors. <i>To be placed alphabetically, and the Names of all the Parties to the Proof to be carefully set forth.</i>	Sum proved. <i>The Claims to be set forth in the same manner at the End of the whole of the Proofs.</i>	Dividend.		

## No. 10 a.

*List of Proofs of Debt and Claims for Dividend.—No. 2.*

*Form of List.*

In the — District Court of Bankruptcy,  
At —, in —, 184—.

In the matter of — bankrupt.

A List of DEBTS proved and claimed under the —, with the — dividend at the rate of — in the pound, this day declared thereon by Mr. Commissioner —.

No.	Creditors. <i>To be placed alphabetically, and the Names of all the Parties to the Proof to be carefully set forth.</i>	Sum proved. <i>The Claims to be set forth in the same manner at the End of the whole of the Proofs.</i>	Dividend.		

No. 11.—*List of Proof of Debt and Claims for Dividend.—No. 1.*

In the Court of Bankruptcy, at Basinghall-street.

In the Matter of —, Bankrupt.

— 184 .

A List of DEBTS proved and claimed under this Fiat, with the — Dividend at the Rate of — in the Pound, this day declared thereon by Mr. Commissioner —.

*Note.—The Dividends will be paid from this List: it is therefore required to be carefully extracted from the Proceedings; signed by the Solicitor to the Fiat, and delivered to the Official Assignee the same day, or at the furthest the following day.*

Creditors. <i>To be placed alphabetically, and the Names of all the Parties to the Proof to be carefully set forth.</i>	Residence and Description.	Sums Proved or Claimed. <i>Claims to be set forth in the same manner after the whole of the Proofs.</i>	Dividend.	Bills and Securities exhibited.				
				Date of Bill or Note.	Drawer.	Acceptor.	Indorser.	Sum.





*Margin of Book.*

No. of Warrant.  
 Estate of —  
 Dividend of — in the £.  
 Creditor —  
 Recd. Warrant — day of —  
 Creditor —  
 Day of —



## No. 13.—Country Dividend Warrant.

£—.

No. — District, — day of —.

Estate of — Bankrupt.  
 (Under Fiat or Commission dated —).

— Dividend of — in the £.  
 declared — day of — 184—.

A. B. — is entitled to be paid the Sum of —.

To the Accountant in Bankruptcy.

— Official Assignee.

Order for Payment. { Let this be paid to A. B., or Bearer, from my account as Accountant in Bankruptcy.

£—

— Accountant.

To the Cashiers of the Bank of England.

N. B.—If the sum to be paid on the above warrant be under the sum of ten pounds, the same may be received at any branch of the Bank of England without the signature of the accountant, if presented within one calendar month of the date of the warrant.—This, upon being endorsed by the payee, will be paid any day between the hours of eleven and three at the office of the Accountant in Bankruptcy, at the Court of Bankruptcy, Basinghall Street, London, or at any branch of the Bank of England.

 Observe Rules, *infra*, as to Endorsement.

## RULES AS TO ENDORSEMENT OF WARRANT.

That the endorsement by an executor or administrator of any creditor be sufficient.

That if any other person than the creditor, or person duly authorized by the creditor to receive the dividend, the person so obtaining the same must obtain an order for payment thereof, upon the warrant by a commissioner under his hand; and if any dividend warrant be above twelve months date, a like order for payment thereof by a commissioner shall be required: Provided always, that in no case shall any such dividend be paid to an official assignee, unless such official assignee be the payee, or the administrator or executor of the payee, or the assignee of any bankrupt payee.

*Margin of Book.*

Number of Warrant.  
 Estate of —  
 Dividend of — in the £.  
 Creditor —  
 Recd. Warrant — Day of —  
 Creditor —  
 Day of —



## No. 13 a.—Country Dividend Warrant.

£—.

No. —.

— District, — day of —.

Estate of —, Bankrupt.  
 (Under Fiat or Commission dated —).

— Dividend of — in the £.  
 declared — day of — 184—.

A. B. — is entitled to be paid the Sum of —.

To the Accountant in Bankruptcy.

— Official Assignee.

Order for Payment. { Let this be paid to A. B. or Bearer from my Account as Accountant in Bankruptcy.

£—

— Accountant.

To the Cashiers of the Bank of England.

N. B.—If the sum to be paid on the above warrant be under the sum of ten pounds, the same may be received at any branch of the Bank of England without the signature of the Accountant, if presented within one calendar month of the date of the warrant.—This, upon being indorsed by the payee, will be paid any day between the hours of eleven and three at the office of the Accountant in Bankruptcy, at the Court of Bankruptcy, Basinghall-street, London, or at any branch of the Bank of England, or, in the Exeter District, at —.

 Observe Rules *infra*, as to Endorsement.

## RULES AS TO ENDORSEMENT OF WARRANT.

That the endorsement by an executor or administrator of any creditor be sufficient.

That if any other person than the creditor, or person duly authorized by the creditor to receive the dividend, the person so obtaining the same must obtain an order for payment thereof, upon the warrant by a commissioner under his hand; and if any dividend warrant be above twelve months date, a like order for payment thereof by a commissioner shall be required: Provided always, that in no case shall any such dividend be paid to an official assignee, unless such official assignee be the payee, or the administrator or executor of the payee, or the assignee of any bankrupt payee.

## No. 14.

*Order of Transfer to Dividend.*

In the Court of Bankruptcy.

Basinghall Street, London, — day of —, 184 .

Before Mr. Commissioner —.

In the matter of —.

By the annexed certificate it appears

that the sum of £ — stands to the credit of the above estate; and by an order made in this bankruptcy on the — day of —, a dividend amounting to £ — was ordered to be paid to the creditors: I therefore order the sum of £ — to be carried to the "Dividend Account" of the above estate

I certify that by my books the sum of £ — stands to the credit of the above estate in the books of the accountant in bankruptcy.

— Official Assignee

—, Commissioner.  
 —, Dep. Reg.

£ — carried over, — day of —,  
 Entered —.

No. 14 a.

*Order of Transfer to Dividend.*

In the — District Court of Bankruptcy.

—, in the county of —, — day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

By the annexed certificate it appears that the sum of £— stands to the credit of the above estate; and by an order made in this bankruptcy on the — day of —, a dividend amounting to £— was ordered to be paid to the creditors; I therefore order the sum of £— to be carried to the "Dividend Account" of the above estate.

I certify that by my books the sum of £— stands to the credit of the above estate in the books of the accountant in bankruptcy.  
— Official Assignee.

—, Commissioner.  
—, Dep. Reg.

£— carried over, — day of —.  
Entered —.

No. 15.

*Proof reduced.*

In the Court of Bankruptcy. — day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

I have altered the proof of — from £— to £—, and hereby direct a warrant to be drawn for the dividend of — in the pound, corresponding with such alteration, and amounting to the sum of £—; and I further direct a new warrant to be made out for the balance £—; to be carried back to the original account of the above estate, in the books of the accountant in bankruptcy.

£— To be signed.

£— To be carried to the "Original Account."

£— Dividend on original proof.

—, Commissioner.

£— carried back, — day of —.

Entd. —.

N. B.—Old Warrant to be produced to Accountant in Bankruptcy, and cancelled by him before new warrant be stamped and signed by him.

No. 15 a.

*Proof reduced.*

In the — District Court of Bankruptcy.

—, in the county of —, — day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

I have altered the proof of — from £— to £—, and hereby direct a warrant to be drawn for the dividend of — in the pound, corresponding with such alteration, and amounting to the sum of £—; and I further direct a new warrant to be made out for the balance £—, to be carried back to the original account of the above estate, in the books of the Accountant in Bankruptcy.

£— To be signed.

£— To be carried to "Original Account."

£— Dividend on original proof.

—, Commissioner.

£— carried back, — day of —.

Entd. —.

N. B.—Old warrant to be produced to Accountant in Bankruptcy, and cancelled by him before new warrant be stamped and signed by him.

No. 16.

*Proof Expunged.*

In the Court of Bankruptcy.

— day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

I have expunged the proof of —, and I ORDER that new warrant be made out for the dividend thereon, amounting to £—, to be carried back to the original account of the above estate, in the books of the accountant in bankruptcy.

—, Commissioner.

£— carried back, — day of —.

Entered —.

N. B.—Old warrant to be produced to Accountant in Bankruptcy to be cancelled by him.

No. 16 a.

*Proof Expunged.*

In the — District Court of Bankruptcy.

—, in the county of —, — day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

I have expunged the proof of —, and I ORDER that new warrant be made out for the dividend thereon, amounting to £—, to be carried back to the original account of the above estate in the books of the accountant in bankruptcy.

—, Commissioner.

£— carried back — day of —.

Entered —.

N. B.—Old warrant to be produced to Accountant in Bankruptcy to be cancelled by him.

No. 17.

*Claim Established.*

In the Court of Bankruptcy.

— day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

— having established his claim of £—, I HEREBY DIRECT a warrant to be drawn for the dividend of — in the pound thereon, amounting to the sum of £—.

—, Commissioner.

£—.

Signed — day of —.

Entered —.

No. 17 a.

*Claim Established.*

In the — District Court of Bankruptcy.

—, in the county of —, — day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

— having established his claim of £—, I HEREBY DIRECT a warrant to be drawn for the dividend of — in the pound thereon, amounting to the sum of £—.

—, Commissioner.

£—.

Signed — day of —.

Entered —.

No. 18.

*Claim in part Established.*

In the Court of Bankruptcy.

— day of —.

Before Mr. Commissioner —.

— having in part established his claim of £— to the extent of —, I HEREBY DIRECT a warrant to be drawn for —, being the dividend on the sum of £—.

And I ~~furthar~~ direct a warrant for the residue of the dividend reserved on the said claim of £ —, amounting to £ —, to be drawn, and the sum carried to the original account of the above estate in the books of the Accountant in Bankruptcy.

£ — To be signed.  
£ — To be carried to "Original Account."  
£ — Originally reserved, being the dividend at the rate of — in the pound on £ —.

— Commissioner.  
£ — carried back, — day of —.  
Entered —.

## No. 18 a.

*Claim in part Established.*

In the — District Court of Bankruptcy.  
In the county of —, — day of —, 184—.

Before Mr. Commissioner —.

— having in part established his claim of £ — to the effect of £ —, I ~~now~~ direct a warrant to be drawn for £ —, being the dividend on the sum of £ —.

And I ~~furthar~~ direct a warrant for the residue of the dividend reserved on the said claim of £ —, amounting to £ —, to be drawn, and the sum carried to the original account of the above estate in the books of the Accountant in Bankruptcy.

£ — To be signed.  
£ — To be carried to "Original Account."  
£ — Originally reserved, being the dividend at the rate of — in the pound on £ —.

— Commissioner.  
£ —, carried back — day of —.  
Entered —.

## No. 19.

*Claims Expunged.*

In the Court of Bankruptcy.  
— day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

I HAVE expunged the claim of — for £ —, and hereby direct a warrant to be drawn for the dividend of — in the pound thereon, amounting to the sum of £ —, to be carried back to the original account of the above estate in the books of accountant in bankruptcy.

— Commissioner.

£ —, carried back — day of —.  
Entered —.

## No. 19 a.

*Claim Expunged.*

In the — District Court of Bankruptcy.  
—, in the county of —, — day of —, 184—.

Before Mr. Commissioner —.

In the matter of —.

I HAVE expunged the claim of — for £ —, and hereby direct a warrant to be drawn for the dividend of — in the pound thereon, amounting to the sum of £ —, to be carried back to the original account of the above estate in the books of accountant in bankruptcy.

—, Commissioner.

£ —, carried back — day of —,  
Entered —.

## No. 20.

*Form of Payment into Bank by the Lord Chancellor's Secretary of Bankrupts to "The Secretary of Bankrupts' Account."*

£10 Fee on granting Fiat.

I DO HEREBY CERTIFY, That — day of —, 184 —  
the Lord Chancellor's Secretary of Bankrupts has paid into the Bank of England the

sum of — to the credit of my account as accountant in bankruptcy, "The Secretary of Bankrupts' Account."

£ —. For the Governor and Company of the Bank of England.

Entered —. —, Cashier.

N.B.—This certificate to be sent to Accountant in Bankruptcy forthwith upon payment into Bank.

## No. 21.

*Form of Payment into Bank by Deputy Registrar to "The Secretary of Bankrupts' Account."*

£3 Fee for every sitting under old Commissions.

London, — day of —, 18 —.

I DO HEREBY CERTIFY, That the assignees of the under-mentioned estates have paid into the Bank of England, by the hands of —, one of the deputy registrars of the Court of Bankruptcy, the following sums, viz.

The assignees of the estate of —, £ —

" "  
" "  
" "

£ —  
—

amounting to — pounds, which money is placed to the credit of Basil Montagu, Esq., as Accountant in Bankruptcy, "The Secretary of Bankrupts' Account."

£ —. For the Governor and Company of the Bank of England.

Entered —. —, Cashier.

This certificate to be sent forthwith to Accountant in Bankruptcy upon payment being made into Bank.

## No. 21 a.

*Form of Payment into Bank by Deputy Registrar to "The Secretary of Bankrupts' Account."*

£3 for every sitting under old Commissions.

— District, — day of —, 18 —.

I DO HEREBY CERTIFY that the assignees of the under-mentioned estates have paid into the Bank of England, by the hands of —, one of the deputy registrars of the Court of Bankruptcy, the following sums; viz.

The assignees of the estate of — £ —

" "  
" "  
" "

£ —  
—

amounting to — pounds, which money is placed to the credit of Basil Montagu, Esq., as accountant in bankruptcy, "The Secretary of Bankrupts' Account."

£ —. For the Governor and Company of the Bank of England.

Entered —. —, Cashier.

This certificate to be sent or transmitted forthwith to Accountant in Bankruptcy upon payment being made into Bank.

## No. 22.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Account.*

£20 Fee out of First Monies received by him.

London, — day of —, 18 —.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ — to be placed to the credit of

Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent forthwith to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 22 a.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Account.*

£20 Fee out of first Monies received by him.

— District, — day of —, 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent or transmitted forthwith to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 23.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Compensation Account.*

£10 Fee, when a sufficient sum comes to his hands.

London, — day of —, 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Compensation Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent forthwith to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 23<sup>1</sup>.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Compensation Account.*

£1 Fee for every meeting under fiat.

London, —, 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Compensation Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent forthwith to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 23<sup>2</sup>.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Compensation Account.*

Per-centage Fee on dividend.

London, — 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of

Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Compensation Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent forthwith to Accountant in Bankruptcy upon payment being made into Bank.

#### No. 23 a.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Compensation Account.*

£10 Fee when a sufficient sum comes to his hands.

— District, — day of —, 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Compensation Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent or transmitted forthwith to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 23 a<sup>1</sup>.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Compensation Account.*

£1 Fee for every meeting under fiat.

— District, — day of —, 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Compensation Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent or transmitted to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 23 a<sup>2</sup>.

*Form of Payment into Bank by Official Assignees to Secretary of Bankrupts' Compensation Account.*

Per-centage Fee on Dividend.

— district, — day of —, 18—.

I do hereby certify, that Mr. (E. F.), official assignee of the estate of —, bankrupt, has this day paid into the Bank of England the sum of £ —, to be placed to the credit of Basil Montagu, Esq., as the accountant in bankruptcy, and to the credit of "The Secretary of Bankrupts' Compensation Account."

£ ——. For the Governor and Company of the Bank of England.

Entered ——. —, Cashier.

N. B.—This certificate to be sent or transmitted to the Accountant in Bankruptcy upon payment being made into Bank.

#### No. 24.

*Form of Payment into Bank by Deputy Registrars to "Interest arising from Bankruptcy Fund Account."*

Ten shilling Fee for every sitting under fiat in the country under 5 & 6 Vict. c. 122, s. 78.

— district, — day of —, 18—.

I do hereby certify, that —, one of the deputy registrars of

the Court of Bankruptcy, has paid into the Bank of England the following sums, viz.:—

	£	s.
Estate of A. B. . . . .	0	10
„ C. D. . . . .	0	10
„ E. F. . . . .	0	10
	£ 1	10

which money is placed to the credit of Basil Montagu, Esq. accountant in bankruptcy, "The interest arising from Bankruptcy Fund Account."

For the Governor and Company  
of the Bank of England.

Entered —.

N.B.—This certificate to be sent or transmitted forthwith to Accountant in Bankruptcy upon payment being made into Bank.

#### No. 25.

##### Old Estates.—Letters to Creditors' Assignees.

Sir, [Residence and Date.]

Having been appointed official assignee to the estate of —, I have to request the favour of you to furnish me with—

- A statement of your receipts and payments from the last audit to the present time;
- The dividend lists and creditors' receipts;
- A list of unpaid dividends;
- Banker's pass book, and cash book, if one has been kept; together with the amount of the unpaid dividends, and the balance in your hands.

I shall also be obliged by your rendering to me, at your earliest convenience, an account of the unsettled matters of the estate, with your remarks thereon, and a statement of any further debts, or assets, that remain to be collected or got in.

I remain, Sir, your obedient servant,  
—, Official Assignee.

#### No. 26.

##### First Letter to Debtors for Sums under £500.

No. —.

Estate of —.

Sir, [Residence and Date.]

By the books and statements of the above bankrupt you appear to be indebted to this estate in the sum of £ —, which I request may be paid to me, at my office, on or before the —. I remain, Sir, your obedient servant,

—, Official Assignee.

Office Hours, Nine till Four.

Bring or send this letter on calling, and in any written communications please name the estate and the number.

#### No. 27.

##### Another Form for Debtors, for Sums under 500l., intended for those residing out of London.

No. —.

Estate of —.

Sir, [Residence and Date.]

By the books and statements of the above bankrupt you appear to be indebted to this estate in the sum of £ —, which I request may be paid to me at my office, on or before the —.

If the claim is incorrect, or any objection intended to the payment, I request the favour of being immediately informed of the grounds thereof. I remain, Sir, your obedient servant,  
—, Official Assignee.

NOTE.—If this debt be not paid by the above day, interest thereon, at the rate of five per cent. per annum, will be demanded, pursuant to the 3 & 4 Will, IV. cap. 42.

It may be desirable for parties in the country to be informed, that the postmaster in post towns will receive sums not exceeding 5l., and give orders for them on the post office in London, which orders can be remitted to me, in payment of debts.

Office hours from Nine to Four.—Bring this letter if you call.

#### No. 28.

##### Second Form of Letter to Debtors, where first Application has not been effectual.

Estate of —.

Sir, [Residence and date.]

The applications I have made for payment of £ —, appearing by the bankrupt's books and statements to be due by you to this estate, having failed to produce a settlement, I have now to inform you, if this sum be not paid on or before the —, it will be my duty to apply to the court for a summons to bring you before the court to be examined on oath.

And I refer you to the 33rd and 35th sections of the Bankrupt Act (6th Geo. IV. cap. 16). I am, Sir, your obedient servant,  
—, Official Assignee.

#### No. 29.

##### Letter to Creditors for Particulars of Demand, &c.

Estate of —, Bankrupt.

Sir, [Residence and Date.]

I request you will immediately favour me with a statement of your account with the above bankrupt, and the particulars of any bills, notes, deeds, goods, or other securities in your possession.

I remain, Sir, your obedient servant,  
—, Official Assignee.

#### No. 30.

##### Form of Affidavit by Creditor of Loss of Bill of Exchange.

In the matter of —.

— maketh oath and saith, that — ha made a careful search for the bill of exchange, the particulars whereof are under-written, and which ha been proved under this estate by —, but that — th deponent ha not been able to find the same, and — verily believe that the same ha been lost or mislaid; and th deponent further saith that — ha not nor ha the said — or any person or persons to use, to this deponent's knowledge or belief, negotiated the said bill or either of them, nor in any manner parted with or assigned — legal or beneficial interest in the said bill of exchange, or any part thereof; and that th deponent the person now legally and beneficially interested in the same, and entitled to receive for own use all dividends in respect thereof, and that all dividends which have been paid or declared or monies received on account of or in respect of said bill or either of them, or from any other security, do not amount to twenty shillings in the pound, and that the dividend now payable under the above estate and not yet received will not make up twenty shillings in the pound.

##### Bill above referred to.

Date.	Drawer.	Acceptor.	Sum.

Sworn before me at —, this — day of —, 18—.

Upon the above-named — signing the annexed letter of indemnity, and giving security to the satisfaction of the Official Assignee, I direct the dividend to be paid to —.  
—, Commissioner.



No. 30 continued.

Estate of —, Bankrupt.

Sir,

The under-mentioned bill proved by — under this estate having been lost or mislaid, and the following dividend having been declared thereon, but not yet paid, viz. —, and which dividend, with all others already received, or which have been declared or become payable on or in respect of the said bill, do not amount to twenty shillings in the pound thereon; in consideration therefore of your paying to — or to — order the dividend above mentioned — hereby undertake to indemnify you against all claims of any other person to the said dividend, or any part thereof; and from all loss, damage, and expense which you, or your executors or administrators, may sustain by reason of your making such payment to me; and if it should hereafter appear that the said sum of £ — or any part thereof, with the dividends already received or declared up to this day, exceed the amount of the bill hereby engage to repay the same to you, or to the assignee or assignees of the above estate, with interest at the rate of five per cent. per annum from this day. Dated at —, this —.

Bill —.

To Mr. —, Official Assignee to the above estate.

No. 31.

*Form of Indemnity by Creditor to Official Assignee upon Loss of Bill of Exchange.*

Estate of —

Sir,

The under-mentioned bill proved by — under this — having been lost or mislaid, and the following dividend having been declared thereon, but not yet paid, viz. — and which dividend with all others already received, or which have been declared or become payable on or in respect of the said bill, do not amount to twenty shillings in the pound thereon; in consideration therefore of your paying to — or to — order the dividend above-mentioned — hereby undertake to indemnify and hold you harmless for so doing; and if it should hereafter appear that the said sum of £ —, or any part thereof, with the dividends already received or declared up to this day, exceed the amount of the bill — hereby engage to repay the same to you, or to the assignee or assignees of the above estate, with interest at the rate of five per cent. per annum from this day. Dated at —, this —.

Bill —.

To Mr. —, Official Assignee to the estate of —.

## COURT OF QUEEN'S BENCH.

6 VICTORIA—Nov. 15, 1842.

This Court will, on Saturday the 20th and Monday the 28th days of November instant, also on Saturday the 3rd day of December next, hold Sittings, and will proceed in disposing of the business in the New Trial Paper, Crown Paper, and Special Paper, and in giving judgment in cases that may then be pending.

BY THE COURT.

**BANKRUPTCY COURT.**—The death of Sir John Cross, which took place very suddenly at his residence on the 5th inst., has enabled the Government to abolish the separate jurisdiction in matters of Bankruptcy, by restoring it again to the Chancery Court. Vice-Chancellor Sir James Lewis Knight Bruce was accordingly, on Thursday last, sworn in before the Lord Chancellor, in the Court of Chancery, as Chief Justice of the Court of Bankruptcy. By her Majesty's letters patent his Honor is invested with all the rights and authority of the office, but without any additional salary. The patent directs that his Honor is to be admitted to the office without the payment of any fees or fines whatever; and also states that the Right Hon. Mr. Justice Keble, late Chief Justice in Bankruptcy, had formally resigned that office.

## NOMINATION OF SHERIFFS FOR THE YEAR ENSUING.

<i>Bedfordshire</i> . . . .	Wm. Sutcliffe, esq., Great Bramingham. John Lee, esq., Sharnbrooke. C. T. Tower, esq., Houghton Regis.
<i>Berkshire</i> . . . . .	Sir R. G. Throckmorton, bart., Beckland House.
	Edwin M. Atkins, esq., Kingstone Lodge. Chris. D. Griffith, esq., Padworth-House.
<i>Buckinghamshire</i> , .	James T. Senior, esq., Boughton-House, Aylesbury.
	John Barnes, esq., Chorley-Wood. E. Dayrell, esq., Lellingstone Dayrell.
<i>Camb. and Hunt.</i> . .	Edward H. Greene, esq., Hinnton. John Slack, esq., Soham.
	Samuel Newton, esq., Croxton-Parke.
<i>Cumberland</i> . . . . .	Robert Hodgson, esq., Salkeld-Hall. George Harrison, esq., Linethwaite. Timothy Featherstonehaugh, esq., College, Kirkcaldale.
<i>Cheshire</i> . . . . .	John Dixon, esq., Astle-Parke. George Wilbraham, esq., Delamere-House. J. W. Hammond, esq., Wistaston.
<i>Derbyshire</i> . . . . .	William Munday, esq., Markanton. Thomas Pares, esq., Hopwell. Edward Dagge Sitwell, esq., Stainsby.
<i>Devonshire</i> . . . . .	William John Clarke, esq., Beckland. John Crocker Bullock, esq., Fleet. J. W. Clark, esq., Buckland Foot Saint.
<i>Dorsetshire</i> . . . . .	John Mameel, esq., Smedmore. James C. Dale, esq., Glamvill's Wootton. Robert Gordon, esq., Loweston.
<i>Durham</i> . . . . .	Edward Shipperdson, esq., Durham. Henry Witham, esq., Larrington. John Allan, esq., Blackwell.
<i>Essex</i> . . . . .	H. J. Conyers, esq., Capt.-Hall, Epping. Stanes Brockett Brockett, esq., Spinnall, Willingale Spain.
	George Round, esq., Colechester.
<i>Gloucestershire</i> . .	R. S. Halford, esq., Weston Birt. Edmund Hopkinson, esq., Edgeworth.
	Joseph Yerke, esq., Fortampton-Court.
<i>Hampshire</i> . . . . .	Sir E. F. S. Stanhope, bart., Holes Lay. Thos. G. Symons, esq., Mynde-Parke. Sir J. K. Money, bart., Hom-House.
<i>Hertfordshire</i> . . .	John Bennet Lawes, esq., Rothamstead. Thos. P. Halsey, esq., Temple Dinsley. Matthew Munt, esq., Cheshunt.
<i>Kent</i> . . . . .	Frederick Perkins, esq., Chipstead. The Hon. James Wm. King, Angley. Sir J. H. Hawley, bart., Leybourne Grange.
<i>Leicestershire</i> . . .	Sir W. W. Dixie, bart., Bosworth-Parke. A. H. A. St. Mawr, esq., commonly called Lord A. H. A. St. Mawr, Burton-on-the-Wolds.
	Sir Wm. Heygate, bart., Rowe Cliff.
<i>Lincolnshire</i> . . . .	Geo. H. Fache, esq., Caythorpe. Hon. Chas. Thos. Clifford, esq., Irham. Robert Cresscroft, esq., Hackthorn.
<i>Monmouthshire</i> . .	Wm. Phillips, esq., Wistton-House. Sir D. Mackworth, bart., Glen Usk.
	The Hon. W. Rodney, Llanvihangel-Court.
<i>Norfolk</i> . . . . .	Wm. G. T. D. Tyssen, esq., Foulden. Sir J. P. Belfrage, bart., Ketteringham. Robert Fellowes, esq., Shottisham.
<i>Northamptonshire</i> ,	Sir H. E. L. Dryden, bart., Canons Ashby. J. J. Blencowe, esq., Marston St. Lawrence. Sir Arthur Beebe de Capel Beebe, bart., Great Oakley.
<i>Northumberland</i> . .	William Cuthbert, esq., Beaufort. T. Anderson, esq., Little Harle-Town. Edward John Collingwood, esq., Chilton House and Lillburn Tower.
<i>Nottinghamshire</i> . .	Thomas Dickson Hall, esq., Whiston. Charles Paget, esq., Ruddington. Richard Milward, esq., Hexgrave.
<i>Oxfordshire</i> . . . . .	Wm. H. Vanderstegen, esq., Calc. Ed. W. Strickland, esq., Cokerthorpe Park. John Sydney North, esq., Wroxton.

- Rutlandshire* ... George Fludyer, esq., Ayston.  
The Hon. Richard Watson, Caldecote.  
The Hon. Charles George Noel Viscount  
Campden, Flitter's-park.
- Shropshire* ..... Sir Andrew Vincent Corbet, Bart., Acton  
Reynold.  
St. John C. Charlton, esq., Apley Castle.  
Richard Henry Kinchant, esq., the Park.
- Somersetshire* ... The Hon. Philip P. Bouverie, Brymore.  
John Fownes Luttrell, esq., Dunster.  
John Lee Lee, esq., Dillington House.
- Staffordshire* ... John Shaw Manley, esq., Manley-hall.  
Charles Smith Forster, esq., Walsall.  
Henry Goodrich Willett, esq., Lightwoods.
- Southampton* ... W. H. Hughes, esq., Ryde, Isle of Wight.  
John Thomas Waddington, esq., Twyford-  
lodge, Winchester.  
Sir Richard Godin Simson, bart., St. John's,  
Isle of Wight.
- Suffolk* ..... William Long, esq., Saxmundham.  
Sir Philip Broke, bart., Naxton.  
Henry Wilson, esq., Stowlangtoft.
- Surry* ..... Richard Sumner, esq., Pattenham Priory.  
William Strachan, esq., Ashurst.  
Joseph Bonser, esq., Pollesden.
- Sussex* ..... Musgrave Brisco, esq., Coghurst.  
Edward Hussey, esq., Sootney Castle.  
Hales Holliat, esq., Lodsworth.
- Warwickshire* ... Arthur Francis Gregory, esq., Stivichall.  
Charles Newdigate Nowdigate, esq., Arbury.  
Charles T. Ward, esq., Clopton-house.
- Wiltshire* ..... Henry Stephen Olivier, esq., Potterne.  
George Edward Eyre, esq., Warrena.  
William H. L. Bruges, esq., Scand.
- Worcestershire* .. Francis Rufford, esq., Prescott.  
William Robins, esq., Hagley.  
John Richards, esq., Wassell-grove.
- Yorkshire* ..... Sir J. W. Copley, bart., Sprotborough.  
Sir William Bryan Cooke, bart., Wheatley.  
Thomas W. Beaumont, esq., Botton-hall.
- WALES.
- Anglesey* ..... Owen Roberts, esq., Tynnewydd.  
Richard Griffith, esq., Pencraig.  
Edmund Edward Meyrick, esq., Cefncock.
- Breconshire* ..... Walter Maybery, esq., Brecknock.  
William Williams, esq., Aberpergwm.  
Joseph Henry Cooper, esq., Trebervedd.
- Carmarvonshire* .. John F. Maddock, esq., Cae-gwyn.  
David Jones, esq., Bodfan.  
Samuel Owen Priestley, esq., Trefan.
- Carmarthenshire* .. John Banks Davies, esq., Myrtle-hill.  
John Picton, esq., Iscoed.  
Arthur Macnamara, esq., Wom.
- Cardiganshire* ... Francis Thomas Gibb, esq., Hendrefelen.  
James Davies, esq., Aberystwith.  
John Lloyd Davies, esq., Allt-yrobin.
- Denbighshire* ... The Hon. E. M. L. Mostyn, Bodridis.  
John Townshend, esq., Trevallyn.  
Richard Jones, esq., Bellan-Place.
- Flintshire* ..... Sir Piers Mostyn, bart., Talacre.  
Sir W. M. Stanley, bart., Perth-y-Maen.  
Sir Richard Pulesten, bart., Emral.
- Glamorganshire* .. John Homfray, esq., Llandaff-House.  
Thomas William Booker, esq., Velindre.  
John Bruce Pryce, esq., Duffryn-House.
- Montgomeryshire* .. Sir John Conroy, bart., Plas-y-pennant.  
William Cother, esq., Llandrinia.  
John Owen, esq., Broadway.
- Merionethshire* .. O. J. Ellis Nannery, esq., Cefnallweddwr.  
George Casson, esq., Blaenymddol.  
Richard Watkin Price, esq., Rhawlas.
- Pembrokehire* .. Charles Cook Wells, esq., Tenby.  
George Lort Phillips, esq., Lawrenny.  
W. C. A. Phillips, esq., St. Bride's-Hill.
- Powysshire* ... Ed. David Thomas, esq., Wellfield-House.  
Thomas Lewis Lloyd, esq., Nantgwillt.  
Thomas Prichard, esq., Dderw.

## London Gazette.

TUESDAY, NOVEMBER 18.

## BANKRUPTS.

- WILLIAM CAPON**, New Bond-street, hatter, Nov. 24 at 12, and Dec. 27 at 11, Court of Bankruptcy, London: Off. Ass. Whitmore; Sol. Smith, 22, Bedford-row, Holborn.—Fiat dated Nov. 10.
- JOSEPH VANDERLYN**, Houndsditch, tailor and draper, Nov. 22 at 12, and Dec. 13 at 11, Court of Bankruptcy, London: Off. Ass. Gibson; Sol. Huson, 34, Old Jewry.—Fiat dated Nov. 10.
- JAMES NORRIS CHAPMAN**, Upper Holloway, Middlesex, licensed victualler, Nov. 24 at 11, and Dec. 16 at 1, Court of Bankruptcy, London: Off. Ass. Gibson; Sol. Scott, St. Mildred's-court.—Fiat dated Nov. 14.
- THOMAS JACOB LANCASTER**, Barge-yard, Bucklersbury, merchant, Nov. 24 at 1, and Dec. 15 at 11, Court of Bankruptcy, London: Off. Ass. Green; Sol. Wilde & Co., College-hill.—Fiat dated Nov. 14.
- DUNCAN SMITH**, Bucklersbury, merchant, Nov. 23 at 12, and Dec. 27 at 11, Court of Bankruptcy, London: Off. Ass. Lackington; Sols. Turner & Hensman, Basing-lane, Broad-street.—Fiat dated Nov. 8.
- JAMES CRAMBROOK**, Deal, Kent, draper, Nov. 18 and Dec. 20 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. H. W. & W. C. Sole, 68, Aldermanbury; Turner, 27, King-street, Cheapside.—Fiat dated Oct. 24.
- THOMAS BRENNAND**, Blackburn, Lancashire, linen-draper, Dec. 7 and 27 at 11, Town-hall, Preston: Sols. Robinson, Blackburn; Bentley, 1, Brick-court, Temple.—Fiat dated Nov. 2.
- JOHN ASHWORTH**, Rochdale, Lancashire, worsted manufacturer, Nov. 25 and Dec. 27 at 11, Commissioners'-rooms, Manchester: Sols. Whitehead, Rochdale; Clarke & Medcalf, 20, Lincoln's-inn-fields.—Fiat dated Nov. 10.
- JOHN GRANT**, Bristol, baker, Nov. 25 and Dec. 27 at 12, Court of Bankruptcy, Bristol District: Sols. William and Charles Bevan, Bristol; White & Whitmore, Bedford-row.—Fiat dated Nov. 1.
- GEORGE SOUTER**, Birmingham, japanner and paper button-maker, Nov. 25 and Dec. 27 at 12, Waterloo-rooms, Birmingham: Sols. Hodgson, Birmingham; Vincent & Sherwood, 9, King's Bench-walk, Inner Temple.—Fiat dated Nov. 10.
- JOHN HEWORTH**, New Malton, Yorkshire, woollen-draper, Nov. 30 and Dec. 27 at 12, Guildhall, York: Sols. Smithson, Malton; Smithson & Mutton, Southampton-buildings, Chancery-lane.—Fiat dated Nov. 10.
- JOSEPH SUFFOLK**, Birmingham, bridle-cutter, spoon, shot belt, and powder flask-maker, Nov. 24 and Dec. 20 at 12, Birmingham District Court of Bankruptcy: Off. Ass. Christie, Birmingham; Sol. Harrison, Birmingham.—Fiat dated Nov. 12.
- THOMAS FRITH**, Stafford, shoe-manufacturer, Nov. 25 and Dec. 27 at 11, Swan Inn, Stafford: Sols. Seckerson & Bell, Stafford; Gladstone, 7, New-inn, Strand.—Fiat dated Nov. 7.
- WILLIAM COLLINGS**, Devonport, Devonshire, baker, Nov. 29 and Dec. 27, Royal Hotel, Plymouth: Sols. Chapman, Devonport; Galeworthy & Nicholls, 9, Cook's-court, Lincoln's-inn.—Fiat dated Nov. 9.
- WILLIAM STREET**, Rickinghall Superior, Suffolk, greaser and draper, December 16 and 27 at 11, Globe Inn, Bury St. Edmunds: Sols. Gudgeon, Stowmarket; Walter & Pemberton, 4, Symond's-inn, Chancery-lane.—Fiat dated Nov. 9.
- JOSEPH LINDON**, Plymouth, Devonshire, merchant, Nov. 19 at 11, and Dec. 20 at 11, Court of Bankruptcy, Castle of Exeter: Sols. Edmonds, or Elworthy, Plymouth; Surr, Lombard-street.—Fiat dated Nov. 3.

## MEETINGS.

- Jas. L. Wilson* and *Wm. A. Turner*, Wood-street, Cheap-side, warehousemen, Dec. 21 at half-past 12, Court of Bankruptcy, London, allow. cert.—*Wm. A. Turner*.—*Mary Otley*, St. James'-st., milliner, Dec. 8 at 11, Court of Bankruptcy, London, allow. cert.—*Wm. Clark Giddard*, Cambridge, linen-draper, Dec. 2 at 11, Court of Bankruptcy, London, allow. cert.—*Hen. Baker*, Mark-lane, merchant, Dec. 7 at 12, Court

On the 12th instant, Alfred Septimus Dowling, Esq., was called to the degree of Serjeant-at-Law, and gave rings, with the motto "Honos allexit."

of Bankruptcy, London, allow. cert.—*Wm. Walford*, Great Winchester-street, merchant, Dec. 7 at 11, Court of Bankruptcy, London, allow. cert.—*J. Dennis*, sen., and *John Dennis*, jun., Tooley-street, Surrey, linen-draper, Dec. 7 at 12, Court of Bankruptcy, London, allow. cert.—*Jas. Goldie*, High-street, Whitechapel, distiller, Dec. 7 at half-past 11, Court of Bankruptcy, London, allow. cert.—*Jas. Simmons*, *John Simmons*, and *John Pine*, Battersea, Surrey, and Storey-street, Southwark, Surrey, manufacturers of prussiate of potash, Dec. 9 at 11, Court of Bankruptcy, London, allow. cert. of *Jas. Simmons* and *John Simmons*.—*Wm. M'Leod*, Coleman-st.-buildings, merchant, Dec. 8 at 11, Court of Bankruptcy, London, allow. cert.—*Wm. Cribb* and *Benj. Cribb*, Clarence-wharf, Regent's-canal-basin, Regent's-park, lucifer-match manufacturers, Nov. 18 at 12, Court of Bankruptcy, London, last ex.; Dec. 6 at 12, aud. ac.—*Geo. Cole*, Hampton, Middlesex, innkeeper, Nov. 18 at 11, Court of Bankruptcy, London, last ex.; Dec. 8 at 11, aud. ac.—*John P. Graves*, Mortimer-st., Cavendish square, auctioneer, Dec. 8 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Francis James Obaldeston*, St. Albans, Hertfordshire, dealer in horses, Dec. 8 at 12, Court of Bankruptcy, London, aud. ac.—*Thomas Brettell*, Rupert-street, Haymarket, Middlesex, printer, Dec. 8 at half-past 12, Court of Bankruptcy, London, aud. ac.—*William Smith*, Curtain-road, near Worship-st., timber merchant, Dec. 8 at 1, Court of Bankruptcy, London, aud. ac.—*Elizabeth Style*, Windsor, Berkshire, bookseller, Dec. 8 at 2, Court of Bankruptcy, London, aud. ac.—*George Gibson*, Ratcliff-highway, upholsterer, Dec. 8 at half-past 2, Court of Bankruptcy, London, aud. ac.—*James Flude*, Mincing-lane, wine merchant, Dec. 8 at 3, Court of Bankruptcy, London, aud. ac.—*John Richmond*, Lime-st., merchant, Dec. 8 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Jacob Simmons*, Longwick, Princes Risborough, Buckinghamshire, corn dealer, Dec. 6 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Henry Thos. Harrison*, Tavistock-st., Covent-garden, hotel keeper, Dec. 8 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Wm. Brocksopp*, High-st., Southwark, grocer and cheesemonger, Dec. 6 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Thomas Bomford*, Elmstone Hardwick, Gloucestershire, hay dealer, Dec. 7 at 12, Royal Hotel, Cheltenham, aud. ac. and div.

#### CERTIFICATES TO BE ALLOWED,

*Unless Cause shewn to the contrary, on or before Dec. 6.*

*Wm. John Guest*, *John F. Naibid*, and *Matthew Kirtley*, Durham, ship builders.—*John Reid*, King William-st., London, chemist.—*Wm. East*, Spalding, Lincolnshire, builder.—*W. R. Carter*, Newcastle-upon-Tyne, ironmonger.—*Robert Byers*, Blackburn, Lancashire, power-loom-cloth manufacturer.—*Thomas Thomas*, Leintwardine, Herefordshire, corn factor.—*George Jellicoe*, Bilston, Staffordshire, ironmaster.—*T. G. Wake*, Castle Cary, Somersetshire, scrivener.—*Edw. Tilt*, Worcester, butcher.—*John David*, Langharne, Carmarthenshire, maltster.—*Henry Cunliffe*, Green Haworth, Oswaldtwisle, Lancashire, shopkeeper.—*Wm. T. Tidd*, Liverpool, grocer.

#### FIATS ANNULLED.

*Jos. Raleigh*, Manchester, merchant.—*John Hardman*, Kearsy, Lancashire, shopkeeper.

#### PARTNERSHIPS DISSOLVED.

*Sir Wm. Foster, Bart.*, *C. W. Unthank*, *Jonathan Townley*, jun., and *J. M. Robberds*, Norwich, attornies and solicitors.—*I. T. Miller* and *Jos. Fallows*, Piccadilly, attornies and solicitors.

#### SCOTCH SEQUESTERATIONS.

*Brown & Chalmers*, Leith, nautical instrument makers.—*Watt & M'Dowall*, Glasgow, wrights.—*George Bachop*, Dundee, merchant.—*David M'Kenzie*, Glasgow, grain merchant.—*James Keay*, Loches, near Dundee, grocer.—*W. Kissonck*, Edinburgh, writer.—*Anderson, Harvey, & Co.*, Paisley, thread manufacturers.

#### INSOLVENT DEBTORS.

*Saturday, Nov. 12, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Edward Sayers*, Chelmsford, Essex, shoemaker, No. 59,619 C.; *A. Brown* and *W. Wicks*, assignees.—*The Rev. David Lewis*, Rhayader, Radnorshire, clerk, No. 60,783 C.; *An-*

*drew Milligan*, assignee.—*P. J. Reybaud*, Manor-cottage, Kennington-oval, Surrey, and Trinity-sq., Tower-hill, wine merchant, No. 53,976 T.; *Luder Illins*, assignee.—*W. Parry*, Skenpith, Monmouthshire, sawyer, No. 61,134 C.; *J. G. H. Owen*, assignee.—*John Charlesworth*, Dean Brook, Nether Thong, near Huddersfield, Yorkshire, out of business, No. 60,879 C.; *Joseph Smithson*, assignee.—*Alexander Altwood*, Lye-waste, near Stourbridge, Worcestershire, butcher, No. 61,047 C.; *Henry Pagett*, assignee.—*J. Thompson*, Ingleby Arncliffe, Yorkshire, shoemaker, No. 60,686 C.; *William Mauleverer*, assignee.—*Robt. Stabler*, Heworth, Yorkshire, livery-lace weaver, No. 61,101 C.; *John Waind* and *Wm. Lyon*, assignees.—*Sarah Thompson*, Cushion-ct., Old Broad-st., out of business, No. 52,790 T.; *Isaac Wrentmore*, assignee.—*Edward Macleur*, Kidderminster, Worcestershire, coach maker, No. 61,046 C.; *Geo. Williams*, jun., assignee.—*Joseph Clapham*, Horton, near Bradford, Yorkshire, joiner, No. 61,035 C.; *James Green*, assignee.—*John Davies*, Clunton Coppice, Clunbury, Shropshire, shoemaker, No. 59,984 C.; *Edw. Meacham* and *Eliz. Downes*, assignees.—*J. Folke*, South Ockenden, Essex, thatcher, No. 61,048 C.; *William Ellis*, assignee.—*Moses Cherry*, Sculcoates, Kingston-upon-Hull, shipwright, No. 61,076 C.; *Thomas Clark*, assignee.—*Daniel Cherry*, Sculcoates, Kingston-upon-Hull, shipwright, No. 61,075 C.; *Thos. Clark*, assignee.—*John Carter*, Scorton, near Richmond, Yorkshire, joiner, No. 60,937 C.; *H. Trumper*, assignee.—*Wm. Sharp*, Brighouse, near Halifax, Yorkshire, carrier, No. 60,995 C.; *Thos. Hanson*, assignee.—*Wm. Smith*, Albion-st., Rotherhithe, Surrey, out of business, No. 28,937 T.; *Samuel Sturgis*, new assignee, in the place of *T. E. Izod*, deceased.—*John Whitehead*, Liverpool, traveller, No. 53,643 C.; *J. Wilkinson* and *Wm. Cole*, new assignees, in the room of *James Bonny*, bankrupt.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Dec. 6, at 9.*

*Thos. B. Hughes*, Grove-cottage, Cobourgh-road, Old Kent-road, barrister at law.—*Jos. Sawyer*, Sidney-sq., Sidney-st., Commercial-road East, out of business.—*William C. Smith*, Belvidere-place, Borough-road, Southwark, traveller.—*John Stanford*, Pall-mall, St. James's, architect.—*Wm. Raffey*, Cottage-place, South Lambeth, dancing master.—*Rd. Bellon*, Edward-st., Dorset-sq., greengrocer.—*Wm. George Smith*, Kirby-street, East India-road, Poplar, ship-biscuit baker.—*Geo. K. Giles*, Arundel-street, Pantton-sq., furrier.—*Thos. H. Paine*, Knole-green, near Staines, Middlesex, out of business.—*Chas. Barle*, Paul-street, Finsbury, saddler.—*W. Graham*, Rose-lane, Ratcliffe, tailor.—*Wm. Watson*, Mile-end-place, Mile-end-road, musician.

*Dec. 8, at the same hour and place.*

*Wm. J. Tittley*, Crispin-street, Spitalfields, medical student.—*Wm. Baldwin*, Little Newport-street, Leicester-sq., Sobos breeches maker.—*John Hartry*, jun., St. Thomas's-place, Great Dover-road, Surrey, mechanical dentist.—*Wm. Carter*, Brown's-cottage, Vale of Health, Hampstead, out of business.—*The Rev. W. D. Beresford*, Devonshire-st., Portland-place, clerk.—*Benj. Jacobs*, Queen-street, Golden-sq., out of business.—*Thomas Peer*, Clifton-street, Finsbury-sq., coach proprietor.—*Wm. Ford*, sen., St. Mary-street, Walcot-square, Lambeth, shoemaker.—*Francis Rich*, Godfrey, Drury-lane, licensed victualler.—*John H. Caulfield*, Hemming's-row, St. Martin's-lane, comedian.—*John Grant*, jun., Manor-cottages, Bromley-hall, Bow, foreman to a linen bleacher.—*B. Turpin*, Banner-sq., St. Luke's, jeweller.

*Court-house, SALISBURY, Wiltshire, Dec. 6 at 10.*

*Robert Clifford*, Westbury, carpenter.

*Court-house, LANCASTER, (County), Dec. 7 at 10.*

*Wm. Niffe*, Manchester, warehouseman.—*Thos. Gardner*, Manchester, retail dealer in beer.—*Thos. Mellor*, Boothfold, Rosendale, woollen manufacturer.—*James Halsall*, Southport, retail dealer in ale.—*Abel Brearley*, Whitwith, near Rochdale, out of business.—*Davenport Cowell*, Blackburn, hand-loom-cloth manufacturer.—*Jos. Cowell*, Blackburn, coal dealer.—*Christ. Rayner*, Blackburn, grocer.—*G. Cowen*, Manchester, out of business.—*Edw. Lea*, Liverpool, out of business.—*Jas. Leyland*, Bolton-le-Moors, tailor.—*Thomas Jones*, Liverpool, excavator.—*John Craven*, Preston, labourer.—*Thos. Langley*, Liverpool, out of business.

*Dec. 9, at the same hour and place.*

*Wm. Seddon*, Manchester, watch maker.—*Thos. Spencer*,

Manchester, machine maker.—*Henry Gartside*, Rochdale, hatter.—*Fred. Smith*, Liverpool, coal dealer.—*W. Edwards*, Liverpool, clerk in a ship-broker's office.—*Samuel Barnett*, Liverpool, tailor.—*John Dale*, Manchester, out of business.—*Thos. Nichol*, Blackburn, draper.—*Robert William Metham*, Liverpool, porter dealer.—*Edw. Woodward*, Liverpool, professor of music.—*John Greaves*, Manchester, retail dealer in ale.—*Thos. Davies*, Newton-leath, near Manchester, farmer.—*Thos. Carroll*, North Meals, near Ormskirk, victualler.—*Eliz. Norton*, widow, Manchester, out of business.—*Thomas Hambleton*, Bosley, near Macclesfield, baker.

Dec. 10, at the same hour and place.

*Wm. Hursl*, Warrington, coal dealer.—*J. Slater*, Oldbeck, near Leeds, in no employment.—*Rich. Hutchinson*, Ramsbottom, out of business.—*Rob. Green*, Oldham, printer.—*Wm. Eaton*, Manchester, blacksmith.—*William Bannister*, jun., Preston, dealer in ale.—*Joseph Whitehouse*, Chorlton-upon-Medlock, in no business.—*Rich. Hathornthwaite*, Mersham, labourer.—*Sam. Massey*, Hulme, wheelwright.—*Wm. Firth*, Skelmanthorpe, importer of British dry goods.—*Thos. Jagger*, Liverpool, out of business.—*Mary Duerden*, Lower Darwen, near Blackburn, out of business.—*Jas. Smith*, Salford, print-block maker.—*Isaiah Worrall*, Manchester, out of business.—*Thos. Hilton*, Liverpool, bricklayer.

Court-house, WINCHESTER, Southamptonshire, Dec. 8 at 10.

*Rob. Amor*, Gosport, victualler.—*William Nutbeem*, New Forest, Beaulieu, labourer.—*Dennis Bradley*, Portsmouth, Italian warehouseman.—*Geo. Hen. Booth*, Portsea, broker.—*John B. Thorpe*, Portsea, seaman.—*Steph. Harding*, Southsea, carpenter.—*Rob. Adams*, Landport, baker.—*W. Stacey*, Durrance, near Havant, cattle dealer.—*Geo. Taylor*, Southwick, labourer.—*Wm. Boyles*, Emsworth, grocer.

Court-house, LEICESTER, (County), Dec. 6 at 10.

*Thos. Scrimshire*, jun., Husband's Bosworth, tailor.—*John Muir*, Leicester, tea dealer.—*Thos. Wright*, jun., Leicester, auctioneer.—*William Jordan*, Rutby, out of business.—*John Sheffield*, Leicester, attorney at law.—*John Smith*, Leicester, dyer.

#### MEETINGS.

*Rich. Mee*, Mathon, Hereford, farmer, Helm & Hooper's, Worcester, sp. aff.—*John Whitehead*, New road, Fitzroy-sq., statuary, Dec. 15 at 11, Court-house, Portugal-street, Lincoln's-inn, div.

FRIDAY, NOVEMBER 18.

#### BANKRUPTCY.

**TIMOTHY FISHER**, Randolph-st., Camden-town, victualler, Nov. 30 at 10, and Dec. 30 at 12, Court of Bankruptcy, London: Off. Ass. Whitmore; Sol. Groves, jun., 25, Charlotte-st., Bedford-sq.—Fiat dated Nov. 7.

**JOHN JAY**, London-wall, builder, Nov. 25 at 1, and Dec. 30 at 11, Court of Bankruptcy, London: Off. Ass. Whitmore; Sols. Richardson & Co., 28, Golden-sq.—Fiat dated Nov. 11.

**GEORGE SAVAGE**, Winchester, Hampshire, dealer in glass and china, Nov. 22 at 1, and Dec. 27 at 2, Court of Bankruptcy, London: Off. Ass. Johnson; Sol. Parker, St. Paul's Church-yard.—Fiat dated Nov. 14.

**STEPHEN WATERS**, Edenbridge, Kent, draper and grocer, Nov. 29 at 1, and Dec. 28 at 11, Court of Bankruptcy, London: Off. Ass. Lackington; Sol. Cattlin, Ely-place, Holborn.—Fiat dated Nov. 16.

**BENJAMIN LAURENCE**, Crown-court, Old Broad-street, merchant, Dec. 2 and 30 at 12, Court of Bankruptcy, London: Off. Ass. Gibson; Sols. Gatty & Garth, Angel-court.—Fiat dated Nov. 17.

**THOMAS GILSON**, Bucklersbury, coffee-house keeper, Nov. 29 at 1, and Dec. 30 at 11, Court of Bankruptcy, London: Off. Ass. Green; Sols. H. W. and W. C. Sole, Aldermanbury.—Fiat dated Nov. 2.

**JOHN APLIN**, Bicester, Oxfordshire, scrivener, Dec. 1 and 30 at 11, Court of Bankruptcy, London: Off. Ass. Turquand; Sols. Risley & Chappell, Quality-court, Chancery-lane.—Fiat dated Nov. 15.

**WILLIAM BULL and FRANCIS TURNER**, Birmingham, printers and engravers, Nov. 26 at 12, and Dec. 22 at half-past 11, Waterloo-rooms, Birmingham: Off. Ass. Whitmore; Sols. Wills & Oliver, Birmingham: Clarke & Medcalfe, 20, Lincoln's-inn-fields.—Fiat dated Nov. 14.

**CHARLES BAILEY**, Berkhamstead St. Peter, Hertfordshire, plumber and painter, Nov. 28 at 12, and Dec. 30 at 10, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Williams, Lincoln's-inn-fields.—Fiat dated Nov. 15.

**THOMAS BIGNELL**, Chatham, Kent, linen draper, Nov. 23 and Dec. 27 at 1, Court of Bankruptcy, London: Sol. Reynolds, 10, Adam-st., Adelphi.—Fiat dated Oct. 25.

**ROBERT PINKERTON**, Mark-lane, merchant, Nov. 29 and Dec. 27 at 12, Court of Bankruptcy, London: Off. Ass. Johnson; Sols. M'Leod & Stenning, Billiter-street.—Fiat dated Nov. 14.

**GEORGE DEANE**, Upper Tooting, Surrey, livery-stable keeper, Dec. 3 at half-past 1, and Dec. 24 at 12, Court of Bankruptcy, London: Off. Ass. Groom; Sol. Theobald, 2, Staple's-inn.—Fiat dated Nov. 12.

**WILLIAM BAYLEY**, Hastings, Sussex, wholesale grocer, Dec. 3 and 20 at half-past 2, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. Rixon & Son, 20, Jewry-st., Aldgate.—Fiat dated Nov. 16.

**GEORGE BEALE BROWN**, Liverpool, commission merchant, Dec. 1 and Jan. 5 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Turner; Sols. Mason, Liverpool; Willis & Co., Tokenhouse-yard.—Fiat dated Nov. 15.

**WILLIAM MASON**, Boston, Yorkshire, corn dealer, Nov. 29 and Dec. 30 at 12, District Court, Leeds: Sols. Kirby, Knaresborough; Walmsley & Co., 43, Chancery-lane.—Fiat dated Nov. 8.

**THOMAS BELL**, Newcastle-upon-Tyne, tea-dealer, grocer, and draper, Nov. 29 and Dec. 30 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne: Off. Ass. Miller; Sols. Hewison, Newcastle-upon-Tyne; Hill & Matthews, St. Mary-axe.—Fiat dated Nov. 1.

**SAMUEL BUTLER, WILLIAM BUTLER, and JAMES BUTLER**, Birmingham, ironfounders, Nov. 23 and Dec. 20 at 12, Waterloo-rooms, Birmingham: Off. Ass. Bittleson; Sol. James, Birmingham.—Fiat dated Nov. 15.

**RICHARD LINDON**, Marlborough, Devonshire, corn factor, Nov. 24 at 11, and Dec. 23 at 11, Court of Bankruptcy, Castle of Exeter: Sols. Hurrell, Kingsbridge; Weymouth & Green, Cateaton-street.—Fiat dated Nov. 5.

**WILLIAM COLLINGS**, Devonport, Devonshire, baker, Nov. 29 and Dec. 27 at 11, Court of Bankruptcy, Castle of Exeter: Off. Ass. Hirtzell; Sols. Turner, Exeter; Chapman, Devonport.—Fiat dated Nov. 9.

#### MEETINGS.

*Thos. Mennell*, Leeds, cloth merchant, Nov. 30 at 12, District Court of Bankruptcy, Leeds, pr. d.—*John H. Clark and Henry Chas. Farrow*, King William-st., London, wine merchants, Dec. 6 at 11, Court of Bankruptcy, London, last ex.—*Dav. Hannay*, Cavendish-sq., banker, Nov. 28 at 11, Court of Bankruptcy, London, last ex.—*John Adams*, George-street, Spitalfields, furniture dealer, Nov. 28 at 12, Court of Bankruptcy, London, last ex.—*Nathaniel Walsh*, Over Darwen, Lancashire, paper maker, Nov. 28 at 11, District Court, Manchester, last ex.—*Mark Pearson*, Workington, Cumberland, chemist, Nov. 22 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, last ex.—*Benj. J. Wood*, Liverpool, optician, Nov. 29 at 12, Court of Bankruptcy, Liverpool District, last ex.—*Sam. Jacobson*, Newcastle-upon-Tyne, picture dealer, Dec. 13 at 2, Bankrupt Commission-room, Newcastle-upon-Tyne, aud. ac.—*Lewis A. Lewis*, Fleet-st., bookseller, Dec. 9 at 1, Court of Bankruptcy, London, div.—*Angus Duncan and Charles Duncan*, Tokenhouse-yard, merchants, Dec. 9 at 2, Court of Bankruptcy, London, div.—*Walter Richardson*, King-st., Covent-garden, wine merchant, Dec. 7 at half-past 12, Court of Bankruptcy, London.—*George J. Green*, Birmingham, glass manufacturer, Dec. 12 at 12, Waterloo-street, Birmingham, allow. cert.

#### CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

*Hen. Castle*, Lucas-street, Rotherhithe, Surrey, shipowner, Dec. 17 at 11, Court of Bankruptcy, London.—*J. Saunders*, jun., bookseller, Dec. 12 at half-past 12, Court of Bankruptcy, London.—*John Marshall*, Birch-lane, merchant, Dec. 12 at 10, Court of Bankruptcy, London.—*Henry Jacob*, Manchester, merchant, Dec. 13 at 1, Court of Bankruptcy, Manchester.—*Wm. Chapman and Chas. M. Woodyer*, Hope-wharf, Wapping, coal merchants, Dec. 9 at half-past 12, Court of Bankruptcy, London.—*Josias Pidgeon*, Birmingham, laceman, Dec. 9 at 12, Court of Bankruptcy, London.—*Chas. Hamond*, Gt.

Surrey-st., Blackfriars-road, Surrey, Italian warehouseman, Dec. 9 at 1, Court of Bankruptcy, London.—*Jon. Thompson*, Oxford-st. and Cheapside, dealer in paper hangings, Dec. 9 at half-past 1, Court of Bankruptcy, London.—*Wm. Holmes*, Friday-st., Cheapside, silk-gauze manufacturer, Dec. 9 at half-past 11, Court of Bankruptcy, London.—*Hen. Coke*, Wood-st., Cheapside, warehouseman, Dec. 21 at 12, Court of Bankruptcy, London.—*Alex. Christie*, Eastcheap, spirit merchant, Dec. 21 at half-past 1, Court of Bankruptcy, London.—*Geo. Hen. Watson*, Aldersgate-street, and Stourmont-cottage, Moscow-road, Bayswater, apothecary, Dec. 13 at 1, Court of Bankruptcy, London.—*Pieter Van den Bode*, London-wall, London, and Milton, Kent, wool merchant, Dec. 13 at 10, Court of Bankruptcy, London.—*Richard Twiss*, Kingston-upon-Thames, Surrey, baker, Dec. 13 at 1, Court of Bankruptcy, London.—*Anth. Bull*, Bucklersbury, merchant, Dec. 13 at 1, Court of Bankruptcy, London.—*Jas. H. Lomp* and *Geo. Godder*, Cateaton-st., cotton factors, Dec. 13 at 1, Court of Bankruptcy, London.—*John Lamont*, Skinner-st., Bishopsgate, brewer, Dec. 13 at 12, Court of Bankruptcy, London.—*Thos. Pilbeam*, Parker-street, Drury-lane, spring maker, Dec. 13 at half-past 12, Court of Bankruptcy, London.—*J. Burnie*, Tokenhouse-yard, merchant, Dec. 13 at 11, Court of Bankruptcy, London.—*Eugene Le Roy*, Berners-street, Middlesex Hospital, artificial-flower manufacturer, Dec. 9 at 11, Court of Bankruptcy, London.—*Wm. C. Golland*, Cambridge, Cambridge, linen draper, Dec. 13 at half-past 2, Court of Bankruptcy, London.—*Thos. Lingham*, Cross-lane, St. Mary-at-Hill, wine merchant, Dec. 12 at 1, Court of Bankruptcy, London.—*Osborn Hill*, Bow, grocer, Dec. 13 at 2, Court of Bankruptcy, London.—*Wm. Norton*, Clayton West, High Hoyland, Yorkshire, fancy waistcoat manufacturer, and *Francis Jackson*, Cateaton-st., City of London, warehouseman, Dec. 12 at half-past 1, Court of Bankruptcy, London.—*Henry T. Gray*, Grosvenor-pl. and Marine-pl., Commercial-road East, and Upper Stamford-st., Blackfriars-road, Surrey, rope maker, Dec. 13 at 3, Court of Bankruptcy, London.—*George Booth*, Princess-street, Lambeth, Surrey, lime burner, Dec. 12 at 12, Court of Bankruptcy, London.

## FIAT ANNULLED.

*W. Lyon*, jun., Cambridge, and Woodford, Essex, chemist and druggist.

## PARTNERSHIP DISSOLVED.

*John England*, Geo. L. Shackles, and *William Popplewell*, South Cave, Yorkshire, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*Anderson, Harvey, & Co.*, Paisley, thread manufacturers.—*Jas. Stewart*, Thornhill, Perthshire, tanner.—*David Robertson*, Cowbyres, Barry, Forfarshire, cattle-dealer.—*J. & R. Wright*, Aberdeen, merchants.—*Robert Torrance*, Airdrie, draper.—*John Campbell*, Glasgow, spirit-dealer.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Dec. 9 at 9.

*Wm. Hewitt*, Rotherhithe-street, Rotherhithe, and Dockhead, Surrey, hair-dresser.—*John Langton*, Elizabeth-place, Kingland-road, butcher.—*Jos. Bird*, Mount-row, City-road, warehouseman.—*Richd. Greenwood*, Old Compton-st., Soho, corn-chandler.—*Thos. Searle*, St. Ann's-road, North Brixton, Surrey, carpenter.—*Alex. Hay*, Spring-grove, Wandsworth-road, broker.—*Jos. Hart*, jun., St. Mary-square, Lambeth, commission-agent.—*Wm. Sweet*, Chancery-lane, carver and gilder.—*John Jones*, Aylebury-st., Clerkenwell, shopman.—*Hen. Jos. Tousseant*, College-st., Chelsea, out of business.—*Jos. Flack*, Beresford-st., Woolwich, civil engineer.—*William Hen. Wheatley*, Princes-road, Kennington-cross, Surrey, law writer.—*Wm. Sturgeon*, Hill-street, Walworth, Surrey, clerk to the Mendicity Society.

Dec. 12, at the same hour and place.

*John Harris*, Devonshire-street, Lisson-grove, and Ordnamce-mews, Portland-town, out of business.—*George Bean*, Lower-marsh, Lambeth, tripe-dresser.—*John Lake*, Vincent-street, Old-street-road, coach-smith.—*James Lloyd*, Moor-gate-street, London, and Paul's-terrace, Islington, accountant.—*James Croson*, Park-street, Camden-town, broker.—*Thos. Lawrence*, Dalwich, Surrey, out of business.—*Hen. Wallace*, Kingston-bottom, Kingston, out of business.—*James Morris*, Chapel-street, Grosvenor-place, messenger to the Ordnance Office.—*Wm. Gibson*, sen., Red Lion-street, Holborn, boot-

maker.—*David Davies*, Barbican, pork-butcher.—*J. Heben*, Union-terrace, Bagnigge-wells-road, carpenter.—*Thomas L. Markham*, Charles-street, Drury-lane, retailer of beer.

Court-house, NORTHAMPTON, (County), Dec. 9 at 10.

*R. D. Read*, Northampton, victualler.—*Thomas Worth*, Wellingborough, out of business.—*Francis Greenough*, Northampton, baker.—*Thomas Mapley*, Northampton, out of business.—*John Harvey*, Northampton, baker.—*Cornelius Brereton*, Wellingborough, publican.—*Wm. Abchurch*, Great Staughton, Hunts, miller.—*Thos. D. Burton*, Northampton, out of business.—*Jas. Miles*, Northampton, currier.—*Thos. Hewlett*, Northampton, shoe maker.

Court-house, LANCASTER, (County), Dec. 12 at 10.

*Richd. Roberts*, Manchester, out of business.—*Thos. Coppeck*, Chorlton-upon-Medlock, out of business.—*Jas. Hayes*, Beewick, near Manchester, out of business.—*Philip Tanner*, Stratford New-road, Hulme, Manchester, dealer in iron.—*J. Higgins*, Manchester, out of business.—*Jas. Gardner*, Preston, out of business.—*John Hargreaves*, Sidhurst, near Citheroe, out of business.—*John Taylor*, Rochdale, out of business.—*William B. Jones*, Liverpool, master-mariner.—*John Gaskell*, St. Helens, out of business.—*Robert Gaskell*, Little Bolton, Bolton-le-Moors, veterinary surgeon.

Dec. 13, at the same hour and place.

*Joe. Barrow*, St. Helens, out of business.—*Matthew Robinson*, Liverpool, out of business.—*John S. Currie*, Liverpool, surgeon.—*John Francis*, Manchester, out of business.—*John Haworth*, Haslingden, provision-shopkeeper.—*Geo. Frederick Green*, Lancashire, out of business.—*Thomas T. Radcliffe*, Liverpool, commercial-traveller.—*John Holt*, Four Lanes, Tottington, near Bury, farmer.—*James Gawn*, Quirk, Liverpool, out of business.—*Wm. Middleton*, Blackburn, dealer in blankets.—*Wm. Allen*, Bolton-le-Moors, out of business.—*Thos. Ainsworth*, Blackburn, hand-loom-cotton manufacturer.—*Christopher Watson*, Wootton Childwall, near Liverpool, accountant.

## INSOLVENT DEBTORS' DIVIDENDS.

*Wm. W. Watson*, Newark-upon-Trent, bookseller, Nov. 17, Stephenson's, Farnival's-inn, Holborn: 1s. 11½d. in the pound.—*Joseph Foss Dessiou*, superannuated master in her Majesty's Navy, Nov. 17, Rixon & Son's, Jewry-st., Aldgate: 6s. in the pound (in addition to a former of 3s.).

## MEETING.

*Fredk. Sturmer*, Howland-street, Fitzroy-square, det., Dec. 5 at 12, Garry's, Chancery-lane, sp. aff.

## CIRCUITS OF THE COMMISSIONERS FOR THE RELIEF OF INSOLVENT DEBTORS.

NORTHERN SPRING CIRCUIT, 1843, (as altered).

—, Esq., Commissioner.

Yorkshire, at Sheffield, Friday, February 10.  
Yorkshire, at Wakefield, Monday, February 13.  
Kingston-upon-Hull, (Town and County), Monday, Feb. 20.  
Yorkshire, (City and County), Wednesday, February 22.  
Yorkshire, at Richmond, Friday, February, 24.  
Durham, at Durham, Saturday, February 25.  
Northumberland, (Town and County), Tuesday, February 28.  
Cumberland, at Carlisle, Friday, March 3.  
Westmorland, at Appleby, Monday, March 6.  
Westmorland, at Kendal, Tuesday, March 7.  
Lancashire, at Lancaster, Wednesday, March 8.  
Lancashire, at Preston, Saturday, March 18.  
Lancashire, at Liverpool, Monday, March 20.  
Cheshire, (City and County), Wednesday, March 22.  
Montgomeryshire, at Welch Pool, Saturday, March 23.  
Flintshire, at Mold, Monday, March 27.  
Denbighshire, at Ruthin, Tuesday, March 28.  
Merionethshire, at Dolgelly, Thursday, March 30.  
Anglesey, at Beaumaris, Monday, April 3.  
Carnarvonshire, at Carnarvon, Tuesday, April 4.

INSOLVENT DEBTORS COURT.—It is now determined upon that the office of Commissioner of the Insolvent Court, vacant by the death of Mr. Commissioner Bower, is not to be filled up.

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§§ 4, 11.  
II. Notice of Special Petty Sessions, §§ 4, 1, 16.  
III. Order of Union, § 4.  
IV. Appointment of Overseers for Unannexed Extra-Pa-  
rochial Places, § 26.  
V. Precept to Overseers to return List, § 2.  
VI. Overseers' Summons of Vestry Meeting, § 3.  
VII. List of Men agreed to at Vestry, § 2.  
VII. Copy of such List, § 8.  
VIII. Choice of Appointment of Constables, § 11.  
VIII. Appointment of Paid Constables, § 19.  
IX. Summons of Constable to attend to be sworn.  
X. Justices' List of Constables, § 12.  
X. Clerks' List of Constables, § 14.  
XI. Overseers' Notice of Death of Constable, § 16.  
XII. Precept to give Notice of Petty Session to supply  
Vacancy.  
XIII. Summons to Party whose substitute has made a Va-  
cancy, § 16.  
XIV. Appointment of New Constable to supply a Vacancy,  
§ 16.  
XV. Justices' Order for Fees and Allowances, § 17.  
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20	0 19 1	1 5 6	1 11 11	1 18 4	2 4 9
30	1 6 6	1 14 7	2 2 8	2 10 9	2 18 10
40	1 13 5	2 5 7	2 17 9	3 9 11	4 2 1
50	2 16 3	3 10 10	4 5 5	5 0 0	5 14 7
60	4 8 11	5 17 4	7 5 9	8 14 2	10 2 7

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# The Jurist

No. 307.

LONDON, NOVEMBER 26, 1842.

PRICE 1s.

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LONDON, NOVEMBER 26, 1842.

Most of our readers will probably remember some remarks in the Times newspaper a short time since, which were suggested by the circumstance of a clergyman refusing to disclose at a coroner's inquest a confession which had been made to him in his spiritual capacity. The writer of those remarks abstained from entering upon the legal part of the subject, and confined himself to stating the moral and political reasons against compelling, or if we remember rightly, even permitting such disclosures. As the subject is one of considerable importance, especially to persons of the Roman Catholic religion, we have been induced to take up the legal part of it, and to lay before our readers such materials for forming an opinion upon it as we have been able to find in the books. The law is thus stated by Buller, J., in *Wilson v. Rastall*, (4 T. R. 759): "The privilege is confined to the cases of counsel, solicitor, and attorney. . . . It is indeed hard in many cases to compel a friend to disclose a confidential conversation; and I should be glad if by law such evidence could be excluded. . . . I take the distinction to be now well settled, that the privilege extends to those three enumerated cases at all times, but that it is confined to these cases only. There are cases to which it is much to be lamented, that the law of privilege is not extended—those in which medical persons are obliged to disclose the information which they acquire by attending in their professional characters. This point was very much considered in the *Duchess of Kingston's case*, (20 Howell's St. Tr. 572), where Sir C. Hawkins, who had attended the duchess as a medical person, made the objection himself, but was overruled, and compelled to give evidence against the prisoner." Our readers will observe, that although Mr. Justice Buller considered the law as to privileged communications to be thus restricted, his opinion inclined

towards extending it; and that the case of a clergyman is not expressly alluded to. Probably this arose from the point having never been distinctly raised, as in the case of a medical person it had been; and the attention of the judges was only directed to those cases which had been actually discussed. We say the point respecting the clergyman had never been distinctly raised, because no allusion is made to such a case in *Wilson v. Rastall*; and if it had ever been before the court, it would scarcely have escaped the notice of both the judges and counsel in that case. However, in *Du Barre v. Livette*, (Peake's N. P. C. 77), Garrow, who argued for the plaintiff, cited a case of *Rex v. Sparkes*, as having then been lately determined by Mr. Justice Buller on the Northern Circuit, in which a Papist had made a confession before a Protestant clergyman of the crime for which he was indicted, and that confession was permitted to be given in evidence on the trial, and he was convicted and executed. Upon this Lord Kenyon observed, that he should have paused before he admitted the evidence: then admitted. And he also remarked, that the Popish religion was then unknown to the law of this country; nor was it necessary for the prisoner to make that confession to aid him in his defence. Mr. Anstey, in his work on the Laws affecting Roman Catholics, lately published, supposes that there must be a mistake in the report with respect to the clergyman being a Protestant; as it is evident, from Lord Kenyon's remark, that the confession was made to a Roman Catholic clergyman. Such very probably was the fact, and Mr. Anstey thence argues that the decision proceeded on the ground stated by Lord Kenyon, that the law did not then recognise that religion, and therefore would not allow any privilege to its members; which reason having now been removed, the case is no longer of any authority. This is one answer to it; but another, more important perhaps, still remains. We are inclined to doubt whether such a decision was ever made, and to suppose that

Garrow was under some mistake when he cited it. The case of *Du Barre v. Livette* was tried at the sittings after Trinity Term, 1791, and *Rez v. Sparkes* is said to have been lately decided. *Wilson v. Rastall* was decided in the Trinity Term of the following year, and yet Justice Buller makes no allusion to his having given such a decision, or to the case of a clergyman at all. It seems scarcely probable that he could so soon have forgotten a case tried before himself in which so novel a point had been raised. This circumstance, although not conclusive, deserves much consideration in determining upon the authority of *R. v. Sparkes*. *Gilham's case* (1 R. & M.C.C. 186) is cited by Mr. Roscoe (Ev. in Civil Cases, 124) as an authority, that confessions made to a clergyman are not privileged; and other writers appear to have viewed it in the same light. Mr. Anstey endeavours to distinguish it from the case of a Roman Catholic clergyman; and we shall presently see that Best, C. J., thought it was a decision on this point. It seems to us however that this is a mistaken view of that case. The marginal note is—"A confession made in consequence of persuasion by a clergyman, not with any view of temporal benefit, is admissible." It does not appear from this to whom the confession was made, although at first sight it might be supposed to have been made to the clergyman; and the real question appears to have been, whether the motive to the confession was such as would affect its admissibility. And such our readers will, on perusing the report, find to have been the case. The chaplain of the gaol in which the prisoner was confined had two interviews with him, during which he urged him to a confession as a religious duty. The prisoner did not make any confession to the chaplain; but the confessions in question were made to the gaoler of the prison after the interviews with the chaplain, and no doubt in consequence of what had passed at those interviews, and subsequently in a formal manner to a magistrate. The argument of the prisoner's counsel proceeds entirely upon the ground, that what passed between the prisoner and the chaplain was such an inducement to the former to make the confession, as to take away from it the character of being free and voluntary; and the argument for the crown treats the question in the same manner. Indeed, it is obvious that it could not be contended that the confessions to the gaoler and the magistrate were confidential communications.

That this was the view of the case taken by both parties, is clear also from the use which they made in their argument of the case we are about to notice. The prisoner's counsel, whose duty it was to insist upon the clergyman's privilege, if it had really existed, cited a case of *R. v. Radford*, in which a clergyman had prevailed on the prisoner to confess, by dwelling on the heinousness of the crime charged against him, and the denunciations of Scripture against it, without giving him any caution that it would be used in evidence against him; and he said that Best, C. J., refused to allow the clergyman to state the confession, saying, that he thought it dangerous, after the confidence thus created, which would throw the prisoner off his guard, and the impression thus produced, to allow what he then said to be given in evidence against him; and he argued that the evidence could not have been excluded

on account of the breach of confidence, as the contrary had been decided in *R. v. Sparkes*. On the other hand, the counsel for the crown, alluding to *R. v. Radford*, said, that the judge "thought it was improper in that case in the clergyman to violate the confidence reposed in him by the prisoner, and expressed a strong opinion to that effect." We think we may therefore fairly pronounce, that *R. v. Gilham* is no authority on this point, and that it would seem, that, in *R. v. Radford*, the privilege of the clergyman was recognised. One more dictum remains to be noticed. In *Broad v. Pitt*, (3 C. & P. 519), Best, C. J., said, "The privilege does not apply to clergymen, since the decision the other day in the case of *Gilham*. I, for one, will never compel a clergyman to disclose communications made to him by a prisoner, but if he chooses to disclose them, I shall receive them in evidence." The learned judge seems, as we before observed, to have misapprehended the decision in *Gilham's case*. But for that, his opinion appears to have been strongly in favour of the privilege. Having thus, as we proposed, stated to our readers all that we have been able to find bearing upon the legal part of this subject, we will leave it in their hands; for, upon a point of so much doubt, and which will probably soon receive a judicial determination, we think it better to abstain from giving any opinion of our own.

#### ON THE NEW ORDERS IN CHANCERY.

We understand that a question has been raised, whether, under the stat. 5 & 6 Vict. c. 103, which abolishes the office of the Six Clerks and substitutes the Clerks of Records and Writs in their stead, and under the New Orders in Chancery, it is obligatory on each defendant or set of defendants appearing separately to take an office copy of the bill. This, in many cases, will be an important question with reference to the immediate outlay which is required for the prosecution of the defence to a lengthy bill, as well as to the ultimate amount of costs to be paid by the unsuccessful party. We will suppose a bill of 200 folios, which is not a very unusual length; to this bill there are eight defendants, of whom six, being in the same interest with or otherwise amicably disposed to the plaintiff, appear by three different solicitors. The expense of an office copy of the bill to each set of these defendants, would, according to the present rate of charge by the official stationers of the court, amount to 8*l.* 6*s.* 8*d.*: so that if the plaintiff were allowed to furnish the parties with a copy of the bill, there would be saved to them an aggregate expense of 25*l.*; or if they might take one office copy between them, there would be a saving of 16*l.* 13*s.* 4*d.* In such a case it is rather difficult to see what necessity there could be for compelling each or either of the parties to take an office copy of the bill. It would be the interest of all parties to take care that a correct copy is furnished to the defendants. The plaintiff is the person who would be most prejudiced by an incorrect copy being used; but he would have his remedy by taking exceptions for insufficiency, if the answers should through such means be defective; and thus even if the parties were not disposed to deal bona fide with each other, (which it is absurd to suppose), each looking to his own

advantage would take care to ascertain the accuracy of the copy. No valid objection therefore could arise on the ground of the possible incorrectness of non-official copies. The objection indeed would be taken, and to those who have no practical acquaintance with the subject would appear plausible enough; but to those who have that acquaintance, it is well known that office copies, under the old system at least, had no very strong claim to superior accuracy.

There can be but one opinion as to the advantage which the suitors, and particularly the defendants, would derive from the introduction of a new rule of practice, which would admit of the parties obtaining, in what way they may be able, copies of the bill which they are called upon to answer. But the question is, whether the new system has introduced such a new rule, or rather whether it has abolished the old one. We are inclined to think that it has not; and in order to shew the ground of our opinion, we will shortly refer to the old practice, and to the alterations which have been effected by the new statute and the Orders which have been promulgated thereunder.

According to the old practice, each defendant, or each set of defendants, where more than one appeared by the same Clerk in Court at the same time, was bound to take an office copy of the bill. The only exceptions to this rule were those of a person entitled to the privilege of peerage, who is served with a copy of the bill at the same time that he is served with the letter missive, and of a defendant being in custody under Sir E. Sugden's Act (1 Will. 4, c. 36, s. 15, rule 14) for contempt in not appearing, who, if he is able to put in his answer by borrowing or obtaining a copy of the bill without taking an office copy, is not compellable to take any such office copy. It is difficult to ascertain how this rule of practice originated. There is, we believe, no positive rule of court now extant upon which it can be said to be founded, unless indeed it can be referred to an Order of the Court made in the year 1691, by which it was ordered, "that when and so often as any solicitor should at the hearing of any cause in this Court produce and offer to be read any pleadings or proofs not duly signed by the proper officer, for so doing such cause should not only be put off from hearing, but the solicitor should pay to the other party 5*l.* costs for that day's attendance." (Bea. Ord., p. 239). This Order, we should have thought, could have had application to such office copies only as the parties might wish to read at the hearing, and did not entail on them the necessity of taking any other office copies; and if they were provided with them when the cause came to a hearing, it would seem that the requisitions of the Order were complied with. This would have been perhaps reasonable, and would obviously have spared the parties much expense; for a suit may never come to a hearing, or it may not be heard for several years after the bill is filed, during which time the parties who have paid for their office copies, or most probably their solicitors, who have paid for them on their behalf, will have to lie out of their money thus unprofitably expended. The custom, however, had grown into an absolute rule of practice, which the interest of the Six Clerks taught them most rigidly to enforce. It was an abuse perhaps, but it had grown into a right; it was an oppressive claim, but it rested on the foundation of long enjoyment and non-resistance. Be this as it may, it had the sanction, and had become a Rule of the Court; for we find that, by the 14th Rule of Sir E. Sugden's Act, before referred to, although the defendant may, if he can, borrow or obtain a copy of the bill without taking an office copy, he shall not be compellable to take such office copy; but that the Clerk in Court may (if

he think that the defendant is of sufficient ability to pay for an office copy) require him, before his answer is filed, to make an affidavit denying his ability, in consequence of poverty, to pay for an office copy of the bill; so that, not only was the practice sanctioned by implication, as it would have been if the first part of this Rule, which said that the defendant should not under certain circumstances be compellable to take an office copy, had stood alone; but the Rule expressly saves what it thus acknowledges to be the right of the Six Clerks, by giving him the power of making the defendant swear as to his inability to pay for an office copy; and of course if he could not so swear, it would have compelled him to take one. The Rule therefore, which required each defendant, or set of defendants, to take an office copy, was not merely the practice of the Six Clerks office, but the practice of the Court itself.

We have to consider whether the new act, and the Orders made in pursuance of it, have varied or abrogated the practice in this respect.

The 1st section of the act abolishes the office of Six Clerk. The 3rd section transfers the management of the records and writs to officers to be denominated Clerks of Records and Writs, and the places, times, and manner in which their business shall be conducted shall be such as the Master of the Rolls shall from time to time by any order direct. The 21st section enacts, that except so far as they may be altered by the Lord Chancellor, with the advice of the other Judges, all fees for business theretofore done by the Six Clerks, and which shall be done by any officer of the court, shall continue payable; but that they shall be paid into the "Suitors' Fee Fund Account." The 31st section enables the Lord Chancellor, with the advice &c., to make and issue such orders as he shall think fit, as well in relation to any matter connected with the abolished offices, as for carrying the provisions of the act into execution; and also to make and issue such other rules and orders, not being inconsistent with the provisions of the act, as he shall think fit, for the performance of the business theretofore done in the abolished offices, and settling the practice of the offices thereby created.

These are the only sections of the act which can possibly affect the question; and it is clear that the effect of them is merely to transfer the management of the records and writs to new officers, subject to such rules as the Lord Chancellor or the Master of the Rolls may make and issue for their guidance. There is nothing to be found in them which points to a new practice, unless a new practice shall be established by the rules to be made in pursuance of the act.

Let us then look to the Orders of the 26th of October last, and see whether any alteration as to the point in question is effected by them. The 3rd Order is the only one which relates to the point, and it provides, that the duties of the Six Clerks, in relation to the filing, custody, copying, and amending of all informations, bills, demurrers, pleas, answers, and other pleadings and records, shall be performed by the Clerks of Records and Writs. The 32nd Order relates to the amount of fees to be taken for office copies, which, by the second schedule thereby referred to, is fixed at 10*d.* per folio.

There is nothing to be found in these Orders which will carry the case any further. They leave the management of the records and writs, and the rules of practice concerning them, so far as the suitor is concerned, in the same state as it was in before the act was passed. The custody of them is indeed transferred to new officers of the court, whose duties in this particular instance are the same as those of their predecessors—the Six Clerks. They are to be the stationers of the court, and the only difference is, that, instead of putting their earnings into their own pockets, they must hand them over to the Suitors' Fund. There is nothing to be

found in the act or in the Orders which will lead to the conclusion, that the intention of them was to lighten the suitor's burden, by lowering the rate of the charges which are to fall upon him; on the contrary, it is apparent that their object is to enhance the amount of those charges, in order to meet the extraordinary expenses which the new establishment will occasion.

Our opinion therefore is, that each defendant or each set of defendants must still, as heretofore, take an office copy of the bill. The argument on the other side may, perhaps, have some force; it is said, that such a rule was a gross abuse which had grown up in the Six Clerks' office, and was peculiar to it; and that that office being abolished, its abuses must go with it. But to this argument we think the answer is as above stated; that it was not only a rule of the office, but that it had received the sanction and had become a part of the practice of the court. That the late statute has merely substituted new officers in the place of the Six Clerks, who shall work more immediately under the superintendence, and form a more direct part of the court; but that it did not effect, nor was it intended to effect any alteration in the practice by which the old system was regulated, further than as that practice might be altered by any orders which the Judges of the Court are by the Act empowered to make; and that no such alteration has been brought about by any order which has yet appeared. No doubt the Judges have the power of altering the practice in this (or in any other) respect; but they have not yet done so; and if it should be thought expedient to discontinue the practice, which forces expensive and sometimes useless copies upon the defendants, (and who can doubt the expediency of such a step, so far as the suitor is concerned, and its consequent inexpediency in regard to the Suitors' Fund?) we apprehend that it must be done by a special order to be issued under the powers given for that purpose by the Act.

#### COURT OF BANKRUPTCY, BASINGHALL-STREET.—Nov. 19.

##### NEW RULES AND ORDERS OF COURT.

The following "Memorandum" was issued in the Court of Bankruptcy, Basinghall-street, on the 11th instant:—

"No dividends to be advertised for any day between this date and the 2nd January, and the payment of all dividends declared between the 1st December and the 2nd January to be suspended till after the 24th January.

(Signed) "J. S. M. FONBLANQUE.

"J. H. MERIVALE.

"R. G. C. FANE.

"E. HOLROYD."

##### Order relative to Dividends.

The Memorandum signed by Mr. Commissioner Fonblanque, Mr. Commissioner Holroyd, Mr. Commissioner Merivale, and Mr. Commissioner Fane, on the 11th inst. relating to the advertising and payment of dividends from that date to the 2nd day of January next, is this day rescinded.—Nov. 18, 1842.

##### Order relative to the Taxation of Bills of Costs.

It is ordered, that the whole of the bills of fees and disbursements of the solicitors, messengers, auctioneers, appraisers, brokers, valuers, or accountants employed by any assignee or bankrupt, under any commission or fiat in bankruptcy prosecuted in London, be settled and allowed by Daniel Higley Richardson, Esq., one of the deputy registrars of this court.

(Signed)

C. F. WILLIAMS.

J. H. MERIVALE.

JOSHUA EVANS.

EDWARD HOLROYD.

Court of Bankruptcy,  
Nov. 18, 1842.

Approved, LYNDHURST, C.

#### COURT OF EXCHEQUER.

6 VICTORIA—Nov. 22, 1842.

This Court will, on Saturday the 3rd day of December next, and on the following days, namely, on Monday the 5th, Tuesday the 6th, Wednesday the 7th, Thursday the 8th, and on Friday the 9th days of the same month, hold Sittings, and will proceed in disposing of the business pending in the Special and New Trial Papers.

By THE COURT.

Read in open Court, Nov. 22, 1842.

STEPHEN RICHARDS, Master.

#### COMMON-LAW SITTINGS, AFTER MICH. TERM.

##### Exchequer of Pleas.

###### MIDDLESEX.

Saturday .. Nov. 26	Common Juries.
Monday .....	28 } Customs, Revenue Causes and Com-
Tuesday .....	29 } mon Juries, Excise.
Wednesday ....	30 } Common Juries.
Thursday .. Dec. 1	} Special and Common Juries.
Friday .....	
Saturday .....	
Monday .....	
Monday .....	5 } Common Juries

###### LONDON.

Monday .. Nov. 28	(To Adjourn only).
Tuesday .. Dec. 6	Adjournment Day, Common Juries.
Wednesday ....	7 } Common Juries.
Thursday .....	8 } Common Juries.
Friday .....	9 } Common Juries.
Saturday .....	10 } Common Juries.
Monday .....	12 } Common Juries.
Tuesday .....	13 } Special and Common Juries.
Wednesday ....	14 } Special and Common Juries.
Thursday .....	15 } Special and Common Juries.
Friday .....	16 } Special and Common Juries.
Saturday .....	17 } Common Juries.
Monday .....	19 } Common Juries.
Tuesday .....	20 } Common Juries.
Wednesday ....	21 } Common Juries.

The Court will Sit at Ten o'clock.

##### London Gazettes.

#### TUESDAY, NOVEMBER 22.

##### BANKRUPTS.

JOHN SEWELL, Chatteris, Isle of Ely, Cambridge, money scrivener, Dec. 1 at half-past 10, and Jan. 3 at 11, Court of Bankruptcy, London: Off. Ass. Whitmore; Sols. Day & Swallow, St. Ives, Huntingdonshire; Smithson & Mitton, 23, Southampton-buildings.—Fiat dated Aug. 6.

JOHN SEABER, Soham, Cambridge, grocer and draper, Dec. 2 at 11, and Jan. 3 at 12, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Isaacson, 40, Norfolk-street, Strand.—Fiat dated Nov. 2.

WILLIAM RAYNER and JOHN RAYNER, Uzbridge and Hillingdon, Middlesex, seed crushers, Nov. 30 and Jan. 3 at 11, Court of Bankruptcy, London: Off. Ass. Graham; Sols. Poole & Gamlen, Gray's-inn.—Fiat dated Nov. 17.

JOSEPH PHILLIPS, Hercules-passage, Threadneedle-st., tavern keeper, Nov. 30 at 12, and Dec. 25 at 1, Court of Bankruptcy, London: Off. Ass. Lackington; Sols. Fry & Co., Poultry.—Fiat dated Nov. 19.

JOSEPH MOORE, Pittfield-st., Hoxton, grocer, Dec. 2 at 1, and Jan. 4 at 11, Court of Bankruptcy, London: Off. Ass. Johnson; Sols. Wood & Wickham, Corbet-st., Gracechurch-st.—Fiat dated Nov. 19.

ALFRED WALFORD, Manchester, commission agent and drysalter, Dec. 8 and Jan. 3 at 11, Manchester District Court of Bankruptcy: Off. Ass. Fraser; Sols. Cooper, Manchester; Gregory & Co., Bedford-row.—Fiat dated Nov. 10.

DAVID BENNETT FIN, Nottingham, tailor and draper, Nov. 28 at half-past 12, and Jan. 9 at 12, Waterloo-rooms, Birmingham: Off. Ass. Bittleston; Sol. Shelton, Nottingham.—Fiat dated Nov. 11.

THOMAS MILLINGTON, Nottingham, sail manufacturer, Nov. 29 and Jan. 10 at 12, Waterloo-rooms, Birmingham: Off. Ass. Valpy; Sols. Lees, Nottingham; Taylor, 18, Featherstone-buildings, Holborn.—Fiat dated Nov. 4.

JOHN LAWLEY, Stafford, cooper, Nov. 29 and Jan. 10 at 1, Waterloo-rooms, Birmingham: Off. Ass. Valpy.—Fiat dated Nov. 16.

CHARLES FISH, Lincoln, butcher, Dec. 6 and Jan. 3 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Moore, Lincoln; Scott, 25, Lincoln's-inn-fields.—Fiat dated Nov. 16.

JOHN PARKER, Manchester, coach builder, Dec. 3 and Jan. 10 at 12, Manchester District Court of Bankruptcy: Off. Ass. Pott; Ackers, Manchester.—Fiat dated Nov. 17.

#### MARTINES.

Edw. Smith, Laurence-lane, woollen warehouseman, Dec. 6 at half-past 12, Court of Bankruptcy, London, last ex.—Caleb Robinson, High Holborn, tailor, Nov. 24 at half-past 12, Court of Bankruptcy, London, last ex.—Benj. Hargreaves, Manchester, tailor, Nov. 30 at 12, Court of Bankruptcy, Manchester District, last ex.—Thos. Todd, Manchester, dealer in cotton and woollen goods, Nov. 25 at 10, Manchester District Court of Bankruptcy, last ex.—Samuel Thorp, Manchester, merchant, Nov. 30 at 11, Court of Bankruptcy, Manchester, last ex.—John Hawkins, Maidenhead, Berkshire, butcher, Dec. 15 at half-past 11, Court of Bankruptcy, London, and ac.—Hen. F. Delamain, St. Mary-at-hill, wine merchant, Dec. 15 at half-past 11, Court of Bankruptcy, London, and ac.—Chas. Dennis Bower, Cannon-st., comb maker, Dec. 15 at 2, Court of Bankruptcy, London, and ac.—J. Collinson, South Molton-lane, and South Molton-street, carpenter, Dec. 15 at 2, Court of Bankruptcy, London, and ac.—Pim Nevins, Leeds, cloth merchant, Dec. 14 at 11, Court of Bankruptcy, Leeds District, and ac.; Dec. 16 at 1, div.—Jas. Atkinson, Leeds, joiner, Dec. 14 at 11, District Court of Bankruptcy, Leeds, and ac.—Arthur Collos and Alf. Thomson, Brighton, sugar manufacturers, Dec. 15 at 1, Town-hall, Brighton, and ac.—Sam. Martin, Shoreditch, grocer, Dec. 15 at 12, Court of Bankruptcy, London, div.—Edw. Whitmore, John Wells, John Wells, jun., and F. Whitmore, Lombard-st., bankers, Dec. 13 at 1, Court of Bankruptcy, London, div.—Francis K. Powell and Edmund Thos. Crawford, Boulogne sur Mer, France, and Piccadilly, wine merchants, Dec. 15 at 12, Court of Bankruptcy, London, div. sep. est. E. T. Crawford.

#### CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

Hugh Julian Roberts, London-st., merchant, Dec. 16 at 1, Court of Bankruptcy, London.—Fred. Chapman, Fenchurch-st., wine merchant, Dec. 15 at 12, Court of Bankruptcy, London.—Wm. Nicholls, Adam's-mews, Edgeware-road, livery-stable keeper, Dec. 15 at 11, Court of Bankruptcy, London.—Joseph Scott, Wood-st., Cheapside, warehouseman, Dec. 22 at 1, Court of Bankruptcy, London.—Fras. K. Powell, Boulogne-sur-Mer, France, and Piccadilly, wine merchant, Dec. 16 at 3, Court of Bankruptcy, London.—John Young, New Cut, victualler, Dec. 16 at half-past 2, Court of Bankruptcy, London.—John Sanders, Manor-place, King's-road, Chelsea, baker, Dec. 16 at 2, Court of Bankruptcy, London.—J. Holland, Chipping Wycombe, Buckinghamshire, cordwainer, Dec. 15 at 12, Court of Bankruptcy, London.—Wm. Brocksopp, High-st., Southwark, grocer, Dec. 15 at half-past 12, Court of Bankruptcy, London.—H. Nottage, Kingston-upon-Thames, Surrey, builder, Dec. 15 at 1, Court of Bankruptcy, London.—E. Manning and C. C. Manning, High-st., Aldgate, drapers, Dec. 15 at 2, Court of Bankruptcy, London.—E. Mountford and F. Mountford, Bath, drapers, Dec. 15 at half-past 12, Court of Bankruptcy, London.—Jos. Miller, Stockton-upon-Tees, Durham, rope manufacturer, Dec. 15 at 12, Court of Bankruptcy, London.—J. C. Mais, Lime-st., merchant, Dec. 17 at half-past 11, Court of Bankruptcy, London.—John Wright, Henrietta-st., Covent-garden, banker, Dec. 17 at 1, Court of Bankruptcy, London.—Richard Palliser, Moorgate-street, saddler, Dec. 17 at 12, Court of Bankruptcy, London.—Robt. Lyon, High Holborn, cabinet maker, Dec. 16 at 12, Court of Bankruptcy, London.—John Bowler, Walsall, Staffordshire, carpenter, Dec. 16 at 12, Court-house, Birmingham.—Alfred

Webb, Liverpool, carpet seller, Dec. 14 at 2, District Court of Bankruptcy, Manchester.—Wm. Jones, Liverpool, wine merchant, Dec. 14 at 1, District Court of Bankruptcy, Liverpool.—David Barbour and John Norris, Liverpool, soap boilers, Dec. 13 at 1, District Court of Bankruptcy, Liverpool.—T. Johnson, Liverpool, printer, Dec. 14 at 12, District Court of Bankruptcy, Liverpool.—Edward Wright, Manchester, commission agent, Dec. 14 at 1, District Court of Bankruptcy, Manchester.—Thomas Wanklyn, Manchester, and Gradbatch, Staffordshire, flax spinners, Dec. 17 at 12, District Court of Bankruptcy, Manchester.—Alexander Bower, Basford, Staffordshire, and Manchester, banker, Dec. 14 at 12, District Court of Bankruptcy, Manchester.—A. F. Donovan, Liverpool, merchant, Dec. 21 at 12, District Court of Bankruptcy, Manchester.—John Robinson, Dundalk, Louth, Ireland, commission merchant, Dec. 13 at 11, District Court of Bankruptcy, Liverpool.—Edward Moss, Liverpool, draper, Dec. 13 at 12, District Court of Bankruptcy, Liverpool.—James Irvine, Liverpool, salt broker, Dec. 13 at 12, District Court of Bankruptcy, Liverpool.

#### FIAT ANNULLED.

George Withey, Bristol, grocer.

#### PARTNERSHIP DISSOLVED.

Thomas Johnson and Edward Glynn, attorneys, solicitors, and conveyancers.

#### SCOTCH SEQUESTRATIONS.

John Urquhart, Aberdeen, boot and shoe maker.—Baxter, Sandeman, & Co., Dundee, confectioners.—George R. Baxter, Dundee, confectioner.—Alexander & James Lawrie, Glasgow, gingham manufacturers.—James Chrystal, Kilmarnock, draper.—Walter Rutherford, Jedburgh, clock maker.—Robert Park, Glasgow, corn factor.—George Gardiner, Perth, writer, deceased.—Ambrose & Bartholomew, Leith, merchants.

#### INSOLVENT DEBTORS.

Saturday, Nov. 19, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

Robt. A. Agar, Liverpool, out of business, No. 59,720 C.; Wm. Roberts, assignee.—John Baxter, Leeds, stone mason, No. 60,083 C.; James Emmott and Chas. Procter, assignees.—Jos. Naylor, Hartshead-moor, near Halifax, Yorkshire, leather dresser, No. 60,298 C.; Thos. Collinson and Wm. Bateman, assignees.—H. Crabb, Stowmarket, Suffolk, twine manufacturer, No. 60,452 C.; Chas. Williams, assignee.—Wm. Ormsby, North Shields, Northumberland, joiner, No. 60,842 C.; Wm. Dixon, assignee.—Thos. Rowlandson, Pope Iron, Claimes, Worcestershire, licensed victualler, No. 61,051 C.; John Matthews, assignee.—David Train, Terrington St. Andrew's, Norfolk, excavator, No. 61,164 C.; Wm. Cowell, assignee.—John Robins, Sheerness, Kent, builder, No. 61,145 C.; Thomas Wells, assignee.—John Furlong, Mirvill, Pembrokeshire, innkeeper, No. 61,214 C.; Wm. Lewis, assignee.—William Raper, Marham, Yorkshire, merchant's clerk; No. 60,664 C.; John Raper, assignee.—Richard Dennis Rodda, Penzance, Cornwall, bookseller, No. 60,310 C.; John Cooper and Anthony King Newman, assignees.—Joe. Simmons, Summer-town, near Oxford, tailor, No. 60,097 C.; Wm. Colston, assignee.—William Laxton, Cambridge, butcher, No. 61,206 C.; Edward Knowles, assignee.—James Wakefield, Nuthurst, in Hampton in Arden, Warwickshire, farmer's labourer, No. 54,855 C.; Nath. Eden, assignee.—Alex. Robinson, Hartlepool, Durham, coal fitter, No. 61,113 C.; Thos. Johnson and Thos. Trewick, assignees.—William Chapman, North Shields, Northumberland, spirit-merchant, No. 60,070 C.; Henry Shield, assignee.—Rich. Price, Brynmaur, Llanelly, Brecon, cider-merchant, No. 61,155 C.; J. Burva and Thos. Price, assignees.—John Allen, Oxford, land-surveyor, No. 61,069 C.; James Hughes, assignee.—Andrew Ross, Mitre-court, Milk-street, Cheapside, linen-factor, No. 53,315 T.; David Law, jun., assignee.—John Franks, Bazing-place, Waterloo-bridge-road, Surrey, surgeon, No. 53,847 T.; Thomas Coombs, assignee.

The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Dec. 13, at 9.

Wm. H. Archer, Bowman's-buildings, Aldersgate-street, butcher.—Geo. Bennett, Ward-street, Lambeth, assistant to a silk-mercant.—Fredek. A. Forster, Queen-st., Hammersmith, schoolmaster.—Anna Maria Galley, Balham-hill, Clapham,



Surrey, milliner.—*Moses Nathan*, Leman-street, Goodman's-fields, general merchant.—*Jas. Merton*, South-square, Gray's-inn, Holborn, clerk in the East India House.—*Wm. Dickie*, Eli-street, Pearson's-street, Kingland-road, clerk to Messrs. Pickford & Co., carriers.—*Henry Chas. Frost*, Stockbridge-terrace, Victoria-road, Pimlico, silver-chaser.—*John Burns*, New-st.-square, Fetter-lane, green-grocer.—*Wm. N. Ward*, Caroline-place, City-road, St. Leonard, Shoreditch, cutter.—*James Martin*, Sidmouth-mews, Gray's-inn-road, carman.—*Thos. Hutchinson*, Tiliotson's-place, Waterloo-road, Surrey, general merchant.

Dec. 15, at the same hour and place.

*Geo. Wm. Alex. Milburn*, Lyon's-inn, Strand, attorney.—*John Costello*, Old Bailey, house-decorator.—*John Benson*, Acre-lane, Brixton, Surrey, grocer.—*John Taylor*, Great Wild-st., Lincoln's-inn-fields, tailor.—*Jas. Culverwell*, Seamills, near Ilminster, and Beer-mills, near Chard, Somersetshire, miller.—*Fredk. John Meyer*, Sussex-terrace, Camden-town, artist.—*John Blake*, Bridge-st., Westminster, out of business.—*Joshua R. Lowe*, Hatfield-street, Stamford-street, Blackfriars-road, out of business.—*Jas. Angles*, Seymour-pl., Locks-fields, Waltham, tailor.—*Jas. Chettle*, Chapel-street, Edgware-road, out of business.—*Jas. Eaton*, Berwick-street, Soho, warehouseman.—*Thos. Turtle*, Alfred-st., Tottenham-court-road, butcher.—*Robt. Jas. Moggridge*, Bridges-street, Covent-garden, news-vendor.—*Thos. Coleman*, Castle-street, Leicester-square, grocer.—*Thos. Waller*, Belle-vue-terrace, Ball's-pond-road, near Kingland, out of business.

Court-house, AYLESBURY, Buckinghamshire, Dec. 14 at 10.

*Saml. Nash*, Sparland's-end, Great Missenden, cart-saddle tree-maker.—*Wm. Babb*, Prestwood-common, Great Missenden, sawyer.—*David Edmonds*, Bloddon-ridge, baker.

Court-house, LANCASTER, (County), Dec. 14 at 10.

*Jos. Holland*, Hollinwood, Oldham, victualler.—*Thomas Derbyshire*, Manchester, tallow-chandler.—*Thos. Hampson*, Barton-upon-Irwell, labourer.—*Wm. G. Schofield*, Manchester, tailor.—*Richd. Emery*, Chorlton-upon-Medlock, green-grocer.—*Thos. Stubbs*, Chorlton-upon-Medlock, agent for sale of vinegar.—*Abraham Wrigley*, Oldham, out of business.—*Jas. Chadwick*, Manchester, joiner.—*Robt. Dixon*, Lowergate, Clitheroe, carter.—*Geo. B. Patchett*, Manchester, manufacturer.—*D. Giggley*, Liverpool, shoemaker.—*Ralph Meller*, Oldham, grocer.—*Richd. Brandwood*, Warrington, retail dealer in ale.—*James Marsh*, Leyland, shoemaker.—*Robert Stewart*, Tenterden, Liverpool, master in the Royal Navy.

#### MEETINGS.

*Robert Stabler*, East-parade, Heworth, near Yorkshire, livery-lace-weaver, Dec. 15 at 11, Field's, York, sp. aff.

### FRIDAY, NOVEMBER 25.

#### BANKRUPTS.

**BARNARD LINDSAY WATSON**, Cornhill, and Gordon-square, St. Pancras, Middlesex, and Queenborough, Kent, manufacturer of flags, Dec. 8 at half-past 11, and Jan. 4 at 10, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Hardingham, 11, Seric-st., Lincoln's-inn.—Fiat dated Nov. 16.

**JOHN LOWTHER**, Queen's-row, Pentonville, builder, Dec. 6 at half-past 1, and Jan. 7 at 12, Court of Bankruptcy, London: Off. Ass. Groom; Sol. Lindo, 118, Fenchurch-street, City.—Fiat dated Nov. 17.

**WILLIAM DEDMAN**, Bryanstone-street, Portman-square, grocer and oilman, Dec. 1 at 11, and Dec. 30 at 1, Court of Bankruptcy, London: Off. Ass. Green; Sol. Branscome, Wine-office-court, Fleet-street.—Fiat dated Nov. 22.

**FREDERICK NEWCOMB**, Newgate-market, carcass-butcher, and Theoberton-street, Islington, ham and beef shopkeeper, Dec. 6 at half-past 10, and Jan. 5 at 11, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Smith, 9, Bernard's-inn.—Fiat dated Nov. 21.

**HENRY CLAPHAM**, Liverpool, woollen-draper, Dec. 3 at 12, and Jan. 6 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Turner; Sol. Frodsham, Liverpool.—Fiat dated Nov. 21.

**JAMES ASHWELL**, Salford, Lancashire, grocer, Dec. 2 and Jan. 9 at 11, Manchester District Court of Bankruptcy: Off. Ass. Pott; Sols. Dearden, Manchester; Johnson & Co., Temple.—Fiat dated Nov. 15.

**SAMUEL CLINCH BOYCE**, Fenchurch-street, cheesemonger, and Rood-lane, accountant and agent, Dec. 7 at 2, and Dec. 28 at 12, Court of Bankruptcy, London: Off. Ass. Johnson; Sol. Myatt, 75, Old Broad-street.—Fiat dated Nov. 22.

**GEORGE SWIRES**, High-town, Birstall, Yorkshire, merchant, Dec. 7 and Jan. 4 at 11, Court of Bankruptcy, Leeds District: Off. Ass. Hope; Sols. Jacomb, Huddersfield; Van Sandau & Cumming, 27, King-street, Chesapeake.—Fiat dated Nov. 17.

**WILLIAM BARTON**, Saint Helen's, Lancashire, watch movement maker, Dec. 6 and Jan. 6 at 12, District Court of Bankruptcy, Liverpool: Off. Ass. Casanova; Sols. Barnes & Barrow, or Taylor, St. Helen's; Norris & Co., Bartlett's-buildings, Holborn.—Fiat dated Nov. 21.

**THOMAS HOLYLAND**, Manchester, woollen cloth manufacturer, Dec. 5 and Jan. 10 at 11, Manchester District Court of Bankruptcy: Off. Ass. Pott; Sols. Earle, Manchester; Fox, 40, Finsbury-circus.—Fiat dated Nov. 19.

**THOMAS PERRY**, Liverpool, builder and brickmaker, Dec. 3 at 11, and Jan. 5 at 12, District Court of Bankruptcy: Off. Ass. Bird; Sol. Whitley, Liverpool.—Fiat dated Nov. 21.

**JOHN PARRY**, Penygloddfa, Llanilwchairs, Montgomeryshire, mercer and grocer, Dec. 6 and Jan. 13 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Follett; Stephens & Jones, Newtown.—Fiat dated Nov. 19.

**PETER LITTLE**, Blackburn, Lancashire, carrier, Dec. 9 and 29 at 1, Manchester District Court of Bankruptcy: Off. Ass. Fraser; Norris & Co., Bartlett's-buildings, Holborn.—Fiat dated Nov. 19.

**JOHN WILKINSON**, Ardwick, Manchester, innkeeper and tin-plate worker, Dec. 12 and 29 at 11, Manchester District Court of Bankruptcy: Off. Ass. Fraser; Atkinson & Saunders, Manchester; Mackinson & Sanders, Elm-court, Temple.—Fiat dated Nov. 18.

**JAMES GREEN**, Leeds, victualler, Dec. 6 and Jan. 3 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope, Leeds; Sol. Naylor, Leeds.—Fiat dated Nov. 7.

**RICHARD BELLINGHAM**, Wem, Shropshire, boot and shoemaker, Dec. 5 and Jan. 10 at 1, Waterloo-rooms, Birmingham: Off. Ass. Valpy; Sol. Walsley, Wem.—Fiat dated Nov. 19.

**JOSEPH WESTER and MARY PICKLES**, Morby, Yorkshire, cloth manufacturers, Dec. 7 and Jan. 4 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sol. Blackburn, Leeds; Walker, 13, Farnival's-inn.—Fiat dated Nov. 15.

**EDMUND LANE**, Cirencester, Gloucestershire, edge-tool maker, Dec. 6 at 12, and Jan. 3 at 12, Court of Bankruptcy, Bristol: Off. Ass. Hutton; Sol. Bevir, Cirencester.—Fiat dated Nov. 16.

#### FIATS REMOVED

By Order of the Lord Chancellor.

*Robert Loosmore*, Tiverton, Devonshire, scrivener, Dec. 19 at 11, Court of Bankruptcy, Castle of Exeter.—*J. Wyatt*, Plymouth, Devonshire, upholsterer, Dec. 6 at 11, Court of Bankruptcy, Castle of Exeter.—*John Pepper*, Wotton-under-Edge, Gloucestershire, tailor and draper, Dec. 9 at 2, District Court of Bankruptcy, Bristol.—*William Castle*, Wanborough, Wiltshire, sheep dealer, Nov. 29 at 2, District Court of Bankruptcy, Bristol.

#### MEETINGS.

*Augustus Applegath*, Crayford, Kent, silk printer, Dec. 6 at 1, Court of Bankruptcy, London, last ex.—*W. G. Dodd*, Howford-buildings, Fenchurch-st., merchant, Dec. 6 at 12, Court of Bankruptcy, last ex.—*Edw. Corah*, Bristol, booter, Dec. 6 at 2, Court of Bankruptcy, London, last ex.—*George Tull*, jun., Ester-st., Lisson-grove, Paddington, dealer and chapman, Nov. 29 at 1, Court of Bankruptcy, London, last ex.—*Thomas Hutchinson*, Dover-road, Surrey, linen draper, Nov. 29 at 11, Court of Bankruptcy, London, last ex.—*Thos. Seddon and George Seddon*, Calthorpe-place, Gray's-inn-rd., upholsterers, Dec. 12 at 11, Court of Bankruptcy, London, and. ac.; Dec. 19 at half-past 1, div. sep. est. *G. Seddon—George Carpenter*, Chelmsford, Essex, chemist, Dec. 15 at half-past 10, Court of Bankruptcy, London, and. ac.; Dec. 19 at half-past 11, div.—*Thomas Duns*, Reigate, Surrey, merchant, Dec. 15 at half-past 11, Court of Bankruptcy, London, and. ac.; Dec. 19 at 12, div.—*Samuel Glyde*, Southampton—

row, Russell-sq., and Yeovil, Somersetshire, grocer, Dec. 19 at half-past 12, Court of Bankruptcy, London, and ac.—*J. Blashopp*, Westburton, Bury, Sussex, market gardener, Dec. 19 at 12, Court of Bankruptcy, London, and ac. and div.—*J. Cockburn*, New Broad-st., merchant, Dec. 16 at 12, Court of Bankruptcy, London, and ac.—*G. D. Thomas*, Wem, Shropshire, grocer, Dec. 20 at 2, District Court of Bankruptcy, Birmingham, and ac.—*David Lloyd*, Llanllwchairst, Montgomeryshire, timber dealer, Dec. 20 at 11, District Court of Bankruptcy, Liverpool, and ac.—*Wm. Seddon and Fras. Jordam*, St. Helen's, Lancashire, millers, Dec. 19, District Court of Bankruptcy, Liverpool, and ac.—*Robert Bacon and Robert Wayman*, Barbican, wire workers, Dec. 19 at 1, Court of Bankruptcy, London, div.—*Francis Jackson*, Rood-lane, merchant, Dec. 16 at 2, Court of Bankruptcy, London, fin. div.—*Thos. Greenfield*, Chiswick, victualler, Dec. 16 at 1, Court of Bankruptcy, London, div.—*George Charles Dave*, Regent-street, Pall-mall, printmeller, Dec. 16 at 12, Court of Bankruptcy, div.

## CERTIFICATES

To be allowed, unless Cause shown to the contrary.

*Henry Adams*, Totnes, Devonshire, merchant, Dec. 16, Court of Bankruptcy, London.—*P. W. Hart*, Norwich, coach manufacturer, Dec. 16, Court of Bankruptcy, London.—*Jas. Vardy*, Wolverhampton, Staffordshire, brass founder, Dec. 16, Court of Bankruptcy, London.—*H. T. Harrison*, Tavistock-row, Covent-garden, hotel keeper, Dec. 16 at half-past 1, Court of Bankruptcy, London.—*John Curruthers*, Mitchells, Speldhurst, Kent, distiller, Dec. 16 at half-past 10, Court of Bankruptcy, London.—*Edward Cooper*, High-st., St. Giles's, and Piccadilly, stationer, Dec. 21 at 3, Court of Bankruptcy, London.—*George Ridley*, Mincing-lane, wine merchant, Dec. 21 at 12, Court of Bankruptcy, London.—*Peter Williams*, Wood-st., Manchester warehouseman, Dec. 21 at 12, Court of Bankruptcy, London.—*Jas. Beagley*, High-st., Camden-town, victualler, Dec. 19 at 11, Court of Bankruptcy, London.—*Fred. Alaking*, Langley-street, Long-acre, currier, Dec. 22 at 11, Court of Bankruptcy, London.—*Wm. Urquhart*, 4, Wellington-st., Strand, merchant, Dec. 21 at 2, Court of Bankruptcy, London.—*John Wm. Vogel*, Cloak-lane, bookseller, Dec. 16 at 1, Court of Bankruptcy, London.—*Jas. Bedford*, Westminster-road, ironmonger, Dec. 23 at 1, Court of Bankruptcy, London.—*Jas. Patterson*, Cateaton-street, warehouseman, Dec. 16 at 11, Court of Bankruptcy, London.—*Samuel Bradley*, Fen-court, Fenchurch-street, merchant, Dec. 16 at half-past 11, Court of Bankruptcy, London.—*Harris Ford*, Manchester, linen draper, Dec. 16 at 11, District Court of Bankruptcy, Manchester.—*Jas. Butterworth*, Heyrod-mill, Ashton-under-Lyne, Lancashire, cotton spinner, Dec. 16 at 11, District Court of Bankruptcy, Manchester.—*Wm. Huskinson*, Birmingham, linen draper, Dec. 20 at 1, Birmingham District Court of Bankruptcy.—*Sam. Wild*, Manchester, coal dealer, Dec. 21 at 12, District Court of Bankruptcy, Manchester.—*Rich. George Beesley*, Manchester, cotton spinner, Dec. 29 at 12, District Court of Bankruptcy, Manchester.—*Abr. Fletcher*, jun., Cheetham, Manchester, stuff merchants, Dec. 19 at 1, Manchester District Court of Bankruptcy.—*J. Fisher and Geo. Hen. Fisher*, Manchester, Manchester warehousemen, Dec. 19 at 2, District Court of Bankruptcy, Manchester.—*George D. Thomas*, Wem, Shropshire, grocer, Dec. 20 at 2, Birmingham District Court of Bankruptcy.—*William Haskayne*, Liverpool, ship chandler, Dec. 16 at half-past 12, District Court of Bankruptcy, Liverpool.—*Rich. Bainbridge*, Leeds, Yorkshire, woolstapler, Dec. 17 at 12, Court of Bankruptcy, Leeds District.

## SCOTCH SEQUESTRATIONS.

*J. and W. Hamilton*, Hamilton, wrights.—*Jas. Hamilton*, Hamilton, grocer.—*Wm. Sinclair*, Leith, cooper.—*J. Cooper and Co.*, Dunfermline, manufacturers.—*Geo. Walker*, James Bryce, and *John Ferguson*, Dunfermline, mill spinners.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Dec. 16 at 9.

*Saul Solomon*, Long-lane, West Smithfield, out of business.—*Wm. Saunders*, Ham, near Kingston, Surrey, beer-shop keeper.—*Eliza B. Hewson*, Cranbourne-passag, Cranbourne-street, Leicester-sq., out of business.—*Edwin Holdom*, Britannia-st., City-road, out of business.—*Rich. Hunter*, Devonshire-st., New North-road, Islington, wire worker.—*William*

*Buck*, Great Cambridge-st., Hackney-road, clerk.—*Alex. L. Clark*, Westmoreland-cottage, South-st., Camberwell, retired Quarter-master of the late corps of Royal Artillery Drivers.—*Jos. Jas. Sexton*, Vauxhall-terrace, Vauxhall-walk, Lambeth, cabriolet driver.—*John Sisley*, Picton-st., George-st., Camberwell, grocer.—*Albert Egerton*, Temple-street, Whitefriars, painter.—*Sylvia Green*, Ponder's-end, near Tottenham, in no trade.—*John Thos. Hudson*, West-green, Tottenham, optician.—*Rob. Pizzala*, Baldwin-st., City-road, optician.—*Gervase Stanley*, York-road, out of business.—*Richard Jos. Simons*, Nelson-st., Stepney, lighterman.—*Thomas Wm. T. Prescott*, Ebury-st., Pimlico, in no profession.

Dec. 19, at the same hour and place.

*Geo. Wright*, Green-st., Leicester-sq., tailor.—*R. Willis*, Upper Whitecross-st., St. Luke's, baker.—*Michael Harley*, Branch-place, Hoxton, engineer.—*Abr. Poupard*, King's-pl., Commercial-road East, machine maker.—*Hen. Smith*, New Nelson-st., Turner-st., Commercial-road, St. George's East, tailor.—*Edm. Louthier*, Compton-mews, Regent-square, cab driver.—*T. Mears*, Paris-street North, Lambeth, plasterer.—*Jas. Thompson*, North Brixton, Surrey, cow keeper.—*Henry Thompson*, Cadogan-terrace, Sloane-st., Chelsea, clerk.—*M. Hanson*, jun., Commercial-road, Lambeth, attorney's clerk.—*Mich. Pearson*, jun., Bexley-heath, Bexley, Kent, out of business.—*Maria Fraser*, widow, Stevens's-cottage, Clayton-street, Kennington-oval, no business.—*Wm. Henry Spencer*, Queen-st., Edgeware-road, carver.—*John Bartlett*, Prince-sq., Kennington-road, steel pen manufacturer.—*Ch. Connee*, Waltham-green, Fulham, assistant to a surgeon.

## INSOLVENT DEBTORS' DIVIDENDS.

*Thos. Jubb*, Staley-bridge, Cheshire, dealer in beer, Nov. 29, Bottomley's, Brighouse, Halifax: 1s. 11½d. in the pound.—*Geo. Custance*, Huntingdon, tailor, Nov. 30, Sparman's, Huntingdon: 2s. 8½d. in the pound.

## MEETINGS.

*Alex. Robinson*, Hartlepool, Durham, coal-fitter, Dec. 10 at 2, Poole's, Hartlepool, sp. aff.—*John Hodgson*, Bishop Wearmouth, Durham, common-brewer, Dec. 9 at 11, Jos. J. and Geo. W. Wright's, Sunderland, sp. aff.

MASTER IN CHANCERY.—The Lord Chancellor has appointed William Griffith, of Dolgelly, Merionethshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

LAW APPOINTMENTS TO CANADA.—The Queen has been pleased to appoint Louis Hypolite Lafontaine, Esq., to be Attorney-General, and Thomas Cushing Aylwyn, Esq., to be Solicitor-General of Lower Canada; and Robert Baldwin, Esq., to be Attorney-General, and James Edward Small, Esq., to be Solicitor-General of Upper Canada.

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LONDON, DECEMBER 3, 1842.

Is a former volume of *THE JURIST*, (vol. 4, p. 593), we offered some observations on the nature and extent of the privilege of counsel in regard to the conduct of criminal proceedings. We did not then think it necessary to extend the inquiry into the question, what is the duty of counsel generally—an inquiry which seemed at the time purely theoretical; but circumstances have recently occurred, which have occupied some considerable portion of public attention, and which involve the general question so far, as to make it appear to us to be now fitting that we should inquire, what is the privilege and what is the duty of counsel in regard to proceedings in civil matters of litigation. The question that has been lately mooted is in substance, (as probably most of our readers are aware), whether, to any and what extent, counsel is required, by his duty to the public, personally to take cognizance of the propriety of the conduct of his client in using one or other of those processes which a Court of Law or Equity permits, and of the accuracy of those statements on which his client instructs him.

It must be admitted, we think, by all who have sought to inform themselves of the true position and functions of the Bar, that counsel are not merely the organs of their clients, bound to see with their eyes and speak with their tongues; that they owe a duty to the Court in which they practise, and through it to the public, as well as to their clients, is most certain; and he would indeed be ill apprised of the position in which he is placed as counsel, who should imagine, that, in civil cases, any more than in criminal ones, all that he has to do is to struggle for his client, regardless of the consequences that may ensue to every other individual and to every other institution. That this is the doctrine we may collect, not less from what has fallen occasionally from Judges, than from the invariable practice in many particulars. "If (said Lord Langdale, in refer-

once to the rule laid down by his Lordship with regard to hearing causes as short causes) the counsel had stated, that, in their opinion, the cause was not proper to be heard as a short cause, I should have reposed implicit confidence in their honour, and considered their statement as a sufficient reason to refuse the application . . . With respect to the task which I may be considered to have imposed upon counsel, I wish to observe, that it arises from the confidence which long experience induces me to repose in them, and from a sense which I entertain of the truly honourable and important services which they constantly perform as ministers of justice, acting in aid of the Judge before whom they practise. No counsel supposes himself to be the mere advocate or agent of his client to gain a victory, if he can, on a particular occasion. The zeal and arguments of every counsel, knowing what is due to himself and his honourable profession, are qualified not only by considerations affecting his own character as a man of honour, experience, and learning, but also by considerations affecting the general interests of justice. It is to these considerations that I apply myself; and I am far from thinking that any counsel who attends here will knowingly violate, or silently permit to be violated, any established rule of the Court, to promote the purposes of any client, or refuse to afford me the assistance which I ask in these cases." (*Hutchinson v. Stephens*, 1 Kee. 667, 668). Other passages to the same effect might be cited, and the practice is accordingly, since we constantly see, that the Court places in counsel a confidence, for which the only warrant is the knowledge, that it is the duty of counsel, and that counsel so feel and understand it, to assist and not to mislead the Court. Thus, it is every day's practice, that judicial orders are made on the mere assertion of counsel that the affidavits make a proper case for them. *Amici curiæ*, the settled and not unfrequent practice of counsel appearing as amici curiæ, a practice much sanctioned by the

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most learned Judges, is another proof that the Court expects from them as a duty to assist public justice, by informing the Court, whether professionally engaged or not. Counsel, therefore, are undoubtedly not the mere agents of their clients, and are bound to exercise over the conduct of the cases intrusted to them some sort of control. But the question, to what extent they are bound to exercise such control, is one of considerable difficulty. Upon that point, perhaps, only some general principles can be stated as fixed, and the propriety or impropriety of the particular way in which they are applied, must frequently depend on the special circumstances of each case.

The general doctrine which it has been attempted lately to put forth on this subject, seems to go the length of saying, not merely that counsel are to exercise their own judgment and a wholesome control if necessary over their clients, in the mode of placing before the court their client's case; not merely that they are to keep in view the spirit, rather than the letter of the rules of pleading and practice, and are not to convert that license in pleading, which has been intended for the protection of one party, into an oppression on the other;—not even that they are to content themselves with inquiring into the propriety of the particular kind of remedy, for the attainment of which they are instructed to take steps; but that they are actually called upon to sift and question the accuracy of those statements of facts which constitute their instructions; that they are to form an *ex parte* judgment whether their clients have pursued a moral course in selecting one kind of legal remedy in preference to another;—in fact, to satisfy themselves that their client is not actuated by improper motives, and has adopted a course of proceeding unobjectionable on grounds of moral rectitude.

If this be indeed the duty of counsel, then high as we are disposed to place the standard of our professional duty, and, heavy as we have always been disposed to consider the responsibilities attaching to us, we must confess that a counsel is a much more exalted and a much more responsible person than we had ever, in our fondest conceptions of the dignity of our profession, imagined. Indeed, if such be really the duty of counsel, we do not see that there is any need at all for solicitors and attorneys, and not much for judges. For, according to this doctrine, counsel are called upon to usurp the functions of both. But it is plain, that in fact such is not the duty of counsel. The collection of information from the litigant as to all those matters of fact on which questions of law arise, is clearly in the department of the solicitor. He alone can conveniently, according to the course of practice, come in close and frequent contact with the litigant, and to him alone must be entrusted the examination of his conduct, on which depends any inference as to the motives with which legal process is sought to be set in motion, and of the objects which are aimed at by setting it in motion. It is also we conceive the undoubted right of the party, and of his immediate agent the solicitor, to select, where several remedies at Law or in Equity are equally open to him, that one which appears to him for any reason most advantageous or convenient. And we cannot imagine on what ground it can be contended, that counsel are bound, or have even any shadow of right, to

dictate to a client, on any preconceived notions of their own, that he shall proceed by action at Law instead of suit in Equity, or vice versa; or that he shall take one particular course of application to any court, when many are open to him.

Suppose, for instance, a case of this nature, that a party files a bill in equity against another, and that the defendant might meet it either by answer or by demurrer. If counsel is instructed to prepare an answer, is it his duty to decline doing so, because he may think fit to conceive that a demurrer would be less expensive to the defendant, and less oppressive as against the plaintiff? Is it his duty to cross-examine his client as to his motives for preparing a defence by answer, or has he not arrived at the boundary-line of his duty, when he has advised his client, that to defend by demurrer will have the same effect as to answer and go on to a hearing? Again, suppose an application for protection to be, as it is in many cases, susceptible of being made in a short way by action at law, or in a longer and more costly way by suit in equity: Is it the duty of counsel, if instructed to draw a bill, to impute to his client improper motives for the selection of the proceeding by suit? or is he, even if he have suspicion of such improper motives, required, or even authorized, to do more than point out to his client that he may obtain his relief in the shorter and cheaper form?

We apprehend there is no ground for asserting that counsel have any such authority or duty. To suppose that he is bound so to interfere, is to constitute him at once attorney and counsel for the party; it is to commit to him not merely the duty of advising on the law applicable to a certain assumed state of circumstances, or of conducting applications to the court according to its rules and practice, but of ascertaining whether the statements made to him are correct: in other words, of himself examining the party. It is arming him with the power which the law has given to the litigant, and through him to his immediate agent, viz. that of choosing his own remedy. It is imposing upon him the duty of determining whether it is moral or conscientious for the litigant to do that which the law permits him to do; and with very inadequate means of ascertaining whether his impressions are correct or not, to give them the effect of depriving such litigant of the assistance of counsel, which, as a suitor, he is intended and properly entitled to have; lastly, it involves a sweeping and most harsh calumny on an entire branch of the profession, by assuming, that, though an attorney may be trusted as an individual, he has no claim, in right of his professional character, to expect from counsel, that *prima facie* integrity and honourable motives shall be imputed to him.

The rule as to where the duty of the solicitor terminates, and that of the counsel begins, we apprehend to be this—that the solicitor is intrusted with the care of collecting the facts, of ascertaining and placing before the litigant a statement of what remedies are open to him, and of determining with or for him (assuming that they have both full knowledge of the general effect of each kind of remedy) which of the several remedies open to him he will select. For the propriety of the course adopted, both as regards the interest of the party himself, and the question whether he is or is not abur-

ing the procedure of the Court, he and his agent are responsible.

When the solicitor thus prepared instructs counsel, the latter is, we conceive, not at liberty in general to question either the correctness of his instructions as to facts, or their propriety as to selection of remedy, provided the remedy selected be one to which the party, if his statement of facts is correct, is legally entitled. It is for him to bring before the Court the case made by his client, according to the tenor of his instructions; and here we apprehend, and not before, begins his duty in controlling the proceedings of his client. What the duty of counsel is, when once set in motion, and how far he is to consider himself, in the words of Lord Langdale, a minister of public justice, we have already endeavoured to point out; and amply sufficient is the responsibility attached to that duty. To extend it to a control over the consciences of the litigant and the solicitor, from the very commencement of proceedings, is not, we submit, warranted by the usage of the profession; and any attempt to do so would be fraught with mischief. It would entail on counsel an almost intolerable amount of responsibility: it would entirely remove the responsibility of the solicitor: and, lastly, it would be wholly inefficacious in the only cases in which it could be of the slightest value, viz. where fraud or injustice is really intended.

### Rebifex.

*A Treatise on Wills.* By THOMAS JARMAN, Esq., of the Middle Temple, Barrister at Law. In 2 vols. Vol. 1. [Sweet.]

This is a book which it is scarcely worth while to review; the reputation of its author is now so well established by his edition of Powell on Devises, that he is alike beyond the fear of our censure, and the need of our approval. Still it is pleasant to ponder awhile over a book of this kind; nor is it altogether useless to trace the progress of a successful author, and to observe his feats of mental vigour, though one may neither possess his natural genius, nor altogether emulate his untiring industry.

It is now fifteen years since Mr. Jarman made his appearance before the public, not venturing at that time to put forth his essay on Wills on its own unaided merits, but cutting part of it into fragments, to adorn a new edition of Mr. Powell, for the sake of the privilege of introducing the residue in the shape of a second volume "On the Construction of Devises." This was no doubt the wisdom of the bookseller; and the name of Mr. Powell having tardily sold a few copies, the merits of Mr. Jarman at length sold off the rest, and caused a demand for a new edition. This demand has been wisely supplied by the *Treatise on Wills*, which we now review, and the second volume of which we patiently await. Very little identity will be perceived between the notes to Powell on Devises, and the matter of the new treatise. Much of it is quite new; the rest consists of portions of the old work reconsidered and rewritten. The author, however, is plainly the same. Very little, if anything, we venture to say, has been left to the hands of any pupil or compiler, however skilful; and along with the rest of our profession, we beg to tender to Mr. Jarman our best thanks for this new effort of his genius, an effort which completely establishes his title as an original thinker, an able writer, and of course far better than all, the author of the best practical text-book on the Law of Wills.

The order of the work is natural and easy. Though consisting of twenty-seven chapters, it falls into four great natural divisions; the first of which, from chapter 1 to 10 inclusive, comprehends all that happens prior to the death of the testator, the place of making his will, the nature and fashion of it, the capacity of the testator, his devisable property, the objects of his bounty, the modes of execution, revocation, and republication, how far the testator's power extends, and from what time his will speaks, each of which various items has a chapter of its own, wherein its own peculiarities are severally discussed. The second great division which we think that we perceive, comprehends from chapter 11 to 19 inclusive, and appears to comprise all those cases in which there is something wanting, either a living legatee as in chapter 11, or an intelligible bequest as in chapter 12, unless made out by parol evidence in chapter 13, or set right by election as in chapter 14. There may be a want of congruity, as in chapter 15; or want of a word, as in chapter 16; or a want of precision in general, giving rise to estates by implication, a resulting trust for the heir, or a constructive conversion, subjects with which chapters 17, 18, and 19 are severally occupied. The next division has a generality about it, and contrasts with those cases in which something is wanting, by including all those cases of general gifts, in which more is expressed than may be absolutely necessary; and it accordingly comprises a chapter on the operation of a general devise, (chapter 20), connected with which is the subject of devises by mortgagees and trustees, (chapter 21), and two further chapters on the general words which will respectively comprise real and personal estate. The last division brings you fairly into the midst of your will, and commences with a chapter (chapter 24) on the force and extent of particular words of description, goes on to the discussion of vested, contingent, and executory estates, and ends with a chapter on conditions; with which the present volume terminates. There is a great deal in the order of a book. For a book of reference an intelligible order of arrangement gives great facility; and for a readable book, it has the advantage of leading one gradually on from one subject to another, in a manner the best calculated to beguile the journey, and impress on the memory the different objects as they pass in review. Each subject as it is severally discussed and dismissed, prepares the mind for the comprehension of the next, as well as awakens a wish to examine and understand it. How different the progressive and natural order of Mr. Jarman, from that of the great conveyancer, who began a treatise on his art with the intricate subject of common recoveries, simply because it happened to stand first in his pupil's book of common forms! A clear and intelligible arrangement of diversified, yet similar subjects, is the work only of a master-hand, strong enough to hold them all at once, and skilful enough at the same time to divide them according to their various common qualities.

Having thus reviewed, first Mr. Jarman, next his title-page, and then his table of contents, let us now look into the body of the work, and see what it is that such a man, in such a book, in such well-ordered chapters, has actually produced. Here, however, we should undertake a subject much too large for our limits, did we attempt any thing like an account of all that is to be found in the volume. Moreover, we should, perhaps, weaken the already-formed good intentions of the reader to see for himself, and form his own opinion. Presuming, therefore, that our readers intend to peruse the book itself, we shall now venture to mention to them a point or two in which, in our very humble judgment, some of our author's positions might with advantage be modified or explained, in order that our cordial recommendation may not mislead any one into the opinion, either that this text-book, unlike any



other, is infallible, or that we think it so. There is no good without its attendant evil; and one of the evils attending an original investigation is, that it is more likely to lead into occasional error than no investigation at all. A blunder in a mere copyist is unpardonable, but a mistake by one who has no precedent to follow, may more readily be forgiven. A writer of a law treatise ought to be a person able and willing to give himself the trouble of thinking, over and above the mechanical labour of compiling; and if he can and will undertake to do so, an error or two may be pardoned for the sake of the new information or new views which original thinking always produces. Not that Mr. Jarman's work requires such an apology; he has thought much, but carefully too; and his book is more free from error than many, the correctness of which can be their only praise.

To begin with page 1;—here we find in the second paragraph a general proposition which does not appear to us to be so comprehensively correct as we could wish. Mr. Jarman says:

"A will of fixed or immoveable property is generally governed by the *lex loci rei sitæ*; and hence the place where such a will happens to be made and the language in which it is written, are wholly unimportant, as affecting both its construction and the ceremonial of its execution; the locality of the devised property is alone to be considered. Thus, a will made in Holland, and written in Dutch, must, in order to operate on lands in England, contain expressions which, being translated into our language, would comprise and define the lands in question, and must be executed and attested in precisely the same manner as if the will were made in England."

Now we are all apt to magnify the importance of things with which we are continually conversant, and to an English or an American lawyer, it is no wonder that the laws of England and America should appear of far greater importance in every respect than the laws of any other country; it is not surprising that the laws he has first learnt and best known, should unintentionally be regarded as the rule, and that other and different laws should be looked upon merely as exceptions. Some such undue regard to the laws of his own country appears to have influenced Dr. Story, when, in his *Treatise on the Conflict of Laws*, after stating the various opinions of some foreign jurists on the subject in question, he says:

"It is hardly possible to conceive a stronger illustration of the difficulty of undertaking to build up systems of jurisprudence upon mere theory and private notions of general convenience. The common law has wisely adhered to the doctrine, that the title to real property can pass only in the manner, and by the forms, and to the extent allowed by the local law. It has thus cut off innumerable disputes, and given simplicity as well as uniformity to its operations." (*Conflict of Laws*, 2nd ed., pp. 645—647).

Our author appears to follow Dr. Story in his views, and to regard the laws of England and America as furnishing the general rule. To us, however, the chapter on the subject contained in the masterly work of our countryman Mr. Burge, (*Burge's Commentaries*, vol. 4, c. 12), appears to contain by far the most philosophical view of the matter. According to Mr. Burge, "In the jurisprudence of Spain, Holland, and France, and of the greater number of the States of Europe, if the testament be made with the forms prescribed by the law of the place where it was executed, it will be valid, and will effectually dispose of property situated in another country, where the law prescribes different forms." "By the jurisprudence of England and the United States, a will devising lands in England, or in the States, if the solemnities prescribed by the Statute of Frauds have not been observed, would be ineffectual to pass those

lands. This doctrine is fully warranted by the qualification which has been given by jurists to the rule *lex loci regit actum*." (4 Burge, *Comm.* 585, 587). The rule therefore is regarded, and we think rightly, by Mr. Burge to be, that it is sufficient for the testator to conform to the ceremonies of execution required by the law of the place in which his will is made; and that which Mr. Jarman lays down for the rule is taken by Mr. Burge to be merely an exception or qualification appertaining to the local laws of England and America. To say that our laws are right, and all others are wrong, seems too hasty a way of removing a difficulty: while our own laws look upon a will of lands in the light of a conveyance, we should allow the lawyers of other countries to regard, if they please, the expression of the last wishes of a dying man with the same favour as they would a contract; so that they allow us, as they do, to deal more strictly when lands subject to our own law are brought in question.

In reading an author, whatever be his subject, it is always to be borne in mind that the subject he has in hand must necessarily occupy his chief attention, and that his remarks on other matters must be taken in connection with it; so that neither should the reader of a book on one subject hope to obtain from it correct and precise information on another; nor, if he reads with any such hopes, should he blame the writer for disappointing him. Thus, in a treatise on wills, one ought not to look for information on the subject of purchase-deeds; though it is still desirable, that, when any such information is given, it should be correct. Now there is a paragraph to be found in the 198th page of our author to which the above observations seem to be applicable. It is to the effect that the statute 9 Geo. 2, c. 36, (commonly called the Statute of Mortmain), is declared by some of its sections not to extend to purchases for a valuable consideration and a reference is made in the note to another statute, (9 Geo. 4, c. 85). It is curious enough that this latter statute contains a recital that the sections in the former statute relating to purchases for valuable consideration were "only intended to prevent such purchases from being avoided, by the reason of the death of the grantor within twelve calendar months after the sealing and delivery of the deed or deeds relating thereto;" but that it had notwithstanding been generally apprehended that the provision was intended wholly to exempt such purchases from the operation of the act, and in consequence thereof the formalities by the act prescribed in relation to the conveyance of hereditaments to charitable uses, had in divers instances been omitted on purchases for a full and valuable consideration; and by reason of such omission, the title to such hereditaments might be considered defective. The act then proceeds to remedy such defects up to the time of its passing, though it expressly provides (sect. 3) that the formalities prescribed by the act shall not be thereby dispensed with in relation to any deed made after its passing. If our author's readers should confine themselves to such a knowledge of the Mortmain Act as may be derived from his epitome, the remedial statute of Geo. 4 may soon require to be re-enacted.

A little further on in the book (p. 267) occur some observations which induce us to wish that our author himself had more vividly had in view the charitable rule of construction which we have just adduced for his benefit. The observations we refer to are made on the decision of Sir John Leach, V. C., in the case of *Haley v. Bannister*, (4 Madd. 275), "where," in the words of our author, "the testator had directed certain sums of stock in the public funds to be purchased by his executors, and the dividends accumulated, until one of the children of his daughter, born or to be born, should attain the age of twenty-one years, when the whole was to be transferred to such child and any other

'child or children who might be then living; the will contained a residuary clause. Sir J. Leach, V. C., said, the statute prevents an accumulation of interest during the minority of an unborn child; but as to the principal, the law remains as before the statute. The excess of accumulation prohibited by the statute would form part of the residue.'

Of this decision Mr. Jarman asserts, that it reduces to insignificance, and renders wholly inoperative, the seemingly important clause in the statute, which authorizes accumulation during the minority of any person, who would, if of full age, be entitled, under the trusts, to the income. And further on he observes, that it seems to place in some peril the accumulating trusts ordinarily introduced into provisions for the maintenance during minority of persons unborn at the testator's decease, which direct the unapplied surplus income from time to time to be added to the principal.

Now, with great deference to Mr. Jarman, we really cannot see that there is anything at all in this decision, if the words of the Vice-Chancellor are taken, as we submit they ought to be, in connexion with the subject of them. The direction is to accumulate *from the decease of the testator*, the time when his codicil began to operate, until an unborn child should attain the age of twenty-one years; and to this the Vice-Chancellor replies, "The statute prevents an accumulation of interest during the minority of an unborn child." Of course it does under the circumstances of this case. If you accumulate before the child is born—for a period limited in law only by the mother's life—you cannot go on accumulating throughout the child's minority. "The excess of accumulation," says the Vice-Chancellor, "prohibited by the statute would form part of the residue." Viewed in this light, the decision is far removed from a serious attack, either upon an important clause in the statute, or on the ancient common form of accumulation introduced into the provision for maintenance. It is simply a decision that any life in being and a minority afterwards together form too long a term for accumulation, a proposition which we apprehend no one would dispute. We confess we have a sympathy for the common forms, and do not like to see any of them brought into discredit; whilst we should have no objection to see them shorn of a little of the proud luxuriance of their verbiage, any suspicion cast on their integrity immediately awakens our apprehension. The common form in question is clearly within the saving clause, which allows accumulation during the minority or respective minorities only of any person or persons who, under the trusts of the will, would for the time being, if of age, be entitled to the income directed to be accumulated. Even where the vesting of the corpus of a fund is suspended during minority, yet, under the common form, accumulation never begins till all the persons *who would for the time being, if of age, be entitled*, have come in esse; for, during the lives of the parents the income is, or ought to be, invariably disposed of. There being, therefore, no ground of objection to the form beyond a mere interpretation which may be given to a dictum, and that interpretation opposed, as well by the subject which occasioned the dictum as by the plain words of the statute, we shall still make use of our common form without any anxiety as to the result\*.

\* Since the above was in type, a case at the Rolls has been reported by Mr. Beavan, (*Ellis v. Maxwell*, 3 Beav. 587), containing a dictum by Lord Langdale, (p. 596), which certainly would, if it were to be relied on, place in great peril the common form. It is, that, taking the words of the statute as they are, they do not appear to permit accumulation during a minority, and any time to elapse between the death of the testator and the commencement of the minority, or in favour of any person who would not, for the time being, if of full age, be entitled to the annual produce of the fund. But, with great submission, the words of the statute, in the 1st section, the

There are a few disputed points touched upon in the work, of some of which notice has been already taken in other articles in the Jurist, and on all of which the opinions and reasons of our author are well worthy of attention.

This is eminently a book of principles. Our author is always looking for a rule; and his success is in proportion to his keenness and industry. Where others can find nothing but disorder, he will discover some deep-laid principle, by the aid of which he will set the cases smooth, down to the present time. His chapter on Conditions in Restraint of Marriage is a happy example of what may be done in thus reducing to order the most intractable materials. He has moreover escaped the common snare of estimating the importance of a principle by the number of cases that may happen to have been decided on it. Many most important principles of law are supported by very few decided cases; whilst on the other hand, many trumpery points have been decided and reported again and again. Here, we have the principles broadly stated, the authorities set down in a note, and any peculiar case separately discussed; and should any principle occur, supported by reason, though as yet not sanctioned by authority, still it finds, as it ought, admission to the text, whilst those numerous cases which in fact decide nothing, are very properly accommodated in a little note.

So much for the present volume. We have no doubt that the forthcoming twin will bear the same well-proportioned features as this its elder brother.

J. W.

*A Practical Treatise on the Law of Interpleader.* By HENRY A. SIMON, Esq., of the Middle Temple, Barrister at Law. [Blenkarn, 1842.]

We have some hesitation in allowing to this work the name of a treatise, as it contains nothing more than notes of some equity cases on bills of interpleader, very like the marginal notes to the reports, and a similar collection of the decisions of the common-law courts upon the Interpleader Act, with extracts from the act itself. Little appears to have been done in the arrangement of the matter, and still less in attempting to deduce any settled rules of law, or to afford the reader any guide in judging of the weight or authority of the cases. Neither are the cases in some instances correctly stated. Thus, in p. 6, we find it laid down, that in equity a bill of interpleader "must shew that each of the defendants whom it seeks to compel to interplead, claims a right; and if it fails to do so, both the defendants may take the objection by demurrer; the one because the bill shews no claim of right in him; the other because the bill shewing no right in the co-defendant, discloses no ground for the interference of the court." And the reference for this position is to 1 Vez. 249. Now, without denying the correctness of the position, we must observe, that *Malcolf v. Hervey* (the case in 1 Vez. 249), certainly did not decide any such point, and indeed could not well decide it. For the case was a bill filed against one defendant, alleging a rumour of issue by A., and suggesting that such issue was entitled to the estate in question; and praying that if there was any such person he might interplead with the defendant; and for an injunction against ejectment by the defendant. The defendant demurred generally, not on the ground mentioned by Mr. Simon, but first, on the ground that the

section in question, taken as they are, say nothing about the person in whose favour accumulation may be made, as may easily be ascertained by reference to the act. (Stat. 39 & 40 Geo. 3, c. 98). This dictum, so far, must therefore be an accidental error either of his Lordship or of his reporter. To correspond with the statute, the words "in favour of," should have been exchanged for "during the minority of."

affidavit was insufficient, and secondly, that there was no case for relief; and the demurrer was overruled on the ground that it was not a mere bill of interpleader, but a bill of discovery, and that the plaintiff was entitled to the discovery. Nor can we find in any part of the judgment any dictum supporting the position laid down by Mr. Simon. It is plain, that either an incorrect reference has been printed, or that the author has mistaken the effect of the case in Vesey. Indeed, he has again in the next page, drawn from the very same case, a further conclusion not warranted by it, citing it as a decision that such a bill could not be supported; whereas no decision on that point was given, the demurrer being overruled, as we have mentioned, on another. Again, in p. 7, he says, citing *Lounde v. Cornford*, (18 Ves. 299; and 2 Story on Eq. s. 811, 812, 821, that "a tenant liable to pay rent may file a bill of interpleader where there are several persons claiming title to it in priority of contract or of tenure;" but that, "if a mere stranger should set up a claim to the rent by title paramount, and not in privity of contract or tenure, or if he should set up a claim of a different nature, such as a claim to mesne profits in virtue of his title paramount, in such case no bill of interpleader would lie on behalf of the tenant; for the debt and duty is not in the same nature or character." And for this *Clark v. Byne* (13 Ves. 383) is cited. Now, on the first point, there is not in the case in 18 Ves. one word about any question between landlord and tenant; it was a case where an injunction in interpleader was allowed to stay an action brought by bankrupts, indirectly to contest the commission; and with regard to *Clark v. Byne*, the point decided in that case was, that there may be interpleader by a tenant against his landlord, where the claim arises by the act of the landlord himself. The case deciding that a tenant cannot make his landlord interplead with a mere stranger, is not *Clark v. Byne*, but *Dungey v. Angove*, (2 Ves. 304). These instances are sufficient to shew, that, in regard to the cases in equity at least, the author has not bestowed sufficient care upon their examination.

The part containing the decisions at law is not, so far as we have been able to examine the positions laid down, with the cases themselves, open to the charge of inaccuracy, but only to that which we have before mentioned, that it is constructed on the too prevailing notion of the present day, that to pick out of the books short notes of cases, and to string them together in a neatly printed octavo, is to make a text-book.

If we could agree with the author in the observation made in the preface upon the absence of any other work on the subject, we might perhaps not be so disposed to blame him for doing what is after all only following the example of many of his learned brethren, and yielding to the attraction of a supposed demand for little indexes on every subject. But though there may not be any separate work like the present on interpleader, yet we could name several books in constant use by both barristers and attorneys which contain all that is here offered. As Mr. Simon has not in a single instance departed from his plan of stating merely the decision of the court, we forbear to make any extracts, and must conclude with saying, that, subject to the preceding observations on the character of his work, the manner of its execution demands neither much praise nor much censure.

The first days of Sittings in London are—Common Pleas, Wednesday, Dec. 7th; Exchequer, Thursday, Dec. 8; and Queen's Bench, Friday, Dec. 9th.

MASTER IN CHANCERY.—The Lord Chancellor has appointed Lawrence Smith, of Hurstperpoint, Sussex, Gent., to be a Master Extraordinary in the High Court of Chancery.

## COURT OF BANKRUPTCY, BASINGHALL STREET, Nov. 25.

### *The Jurisdiction and Districts of the London Commissioners under the New Act.*

Commissions and flats opened or purporting by the proceedings to have been opened at any place in any of the undermentioned counties or divisions, or parts of counties, have been allotted by order of the Commissioners to the respective Commissioners whose names are hereunder mentioned, in conjunction with such county or counties, divisions or parts of counties, respectively:—

- No. 1.—Norfolk—Mr. Commissioner Evans.
- No. 2.—Suffolk, Essex, Herts, Berks—Mr. Commissioner Merivale.
- No. 3.—Rutland, Huntingdon, Cambridge, Northampton, Bedford, Berks—Sir C. F. Williams.
- No. 4.—Oxford, that part of Dorset which is not within the Exeter District, as settled by the Order in Council, South Wilts, North Hants, Surrey—Mr. Commissioner Fonblanque.
- No. 5.—South Hants, West Sussex—Mr. Commissioner Fane.
- No. 6.—East Sussex, Kent—Mr. Commissioner Holroyd.

F. WILLIAMS,  
J. H. MERIVALE,  
JOSHUA EVANS,  
E. HOLROYD, } Commissioners.

### GENTLEMEN CALLED TO THE BAR, MICHAELMAS TERM, 1842.

LINCOLN'S INN.—Nov. 8.—Walter Pemberton, Esq. Nov. 21.—Thomas Fenwick, Henry John Hodgson, Francis Thomas Allen, Thomas Clifton Paris, Joseph Trounself Gilbert, and Jacob Waley, Esqrs. Nov. 23.—William Pitt Manson, Zachary Mudge, Lucius Henry Fitzgerald, Thomas Fassett Kent, John Edward Johnson, James William Freshfield, Christopher Good, and Frederick Cosens, Esqrs.

INNER TEMPLE.—Nov. 4.—William Henry Rough, John Simon, Henry Thomas Cole, and William Baynes, Esqrs. Nov. 18.—Bentley Stocks, John James Hamilton Humphreys, Edward Salmon, Henry Birch Reynardson, William Cooper, Francis Charles Trorer, Richard Walmealey, Augustus Goldsmid, Henry Anthony Littledale, and Robert Mynors, Esqrs.

MIDDLE TEMPLE.—Nov. 25.—Robert Henry Hurst, Peregrine Birch, Edmund Lynch Nugent, Alan Ker, Anthony Henderson Fowke, William John Bernhard Smith, William Thomas Carr, Henry Sedgfield Southey, Oriel Viveash, Joseph Thomas Humphry, Robert Scarr Sowler, Henry Bold Williams, Henry Stonor, and James Edward Davis, Esqrs.

### EQUITY SITTINGS AFTER MICH. TERM, 1842.

#### Court of Chancery.

Before the LORD CHANCELLOR, at Lincoln's Inn.

Saturday . . . . .	Dec. 3	First Seal.—Appeal Motions.
Monday . . . . .	5	} Appeals.
Tuesday . . . . .	6	
Wednesday . . . . .	7	
Thursday . . . . .	8	Second Seal.—Appeal Motions.
Friday . . . . .	9	} Appeals.
Saturday . . . . .	10	
Monday . . . . .	12	
Tuesday . . . . .	13	
Wednesday . . . . .	14	
Thursday . . . . .	15	Third Seal.—Appeal Motions.

Friday .....	16	} Appeals.
Saturday .....	17	
Monday .....	19	
Tuesday .....	20	
Wednesday .....	21	Petition Day.
Thursday .....	22	Fourth Seal.—Appeal Motions.

### Rolls Court.

*Before the Right Hon. the MASTER OF THE ROLLS, at the Rolls.*

Saturday	Dec. 3	Motions.
Monday	5	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Tuesday	6	
Wednesday	7	
Thursday	8	Motions.
Friday	9	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Saturday	10	
Monday	12	
Tuesday	13	
Wednesday	14	} Motions.
Thursday	15	
Friday	16	
Saturday	17	} Pleas, Demurrers, Causes, Further Directions, and Exceptions.
Monday	19	
Tuesday	20	
Wednesday	21	Petitions in General Paper.
Thursday	22	Motions.

Consent Causes, Short Causes, and Consent Petitions, every Tuesday, at the Sitting of the Court.

### Vice-Chancellors' Courts.

*Before the VICE-CHANCELLOR OF ENGLAND, at Lincoln's Inn.*

Saturday ....	Dec. 3	First Seal.—Motions.
Monday .....	5	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	6	
Wednesday .....	7	
Thursday .....	8	
Friday .....	9	Second Seal.—Motions.
Saturday .....	10	} Unopposed Petitions, Short Causes, previous to General Paper.
Monday .....	12	
Tuesday .....	13	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	14	
Thursday .....	15	
Friday .....	16	
Saturday .....	17	Third Seal.—Motions.
Monday .....	19	} Unopposed Petitions, Short Causes, previous to General Paper.
Tuesday .....	20	
Wednesday .....	21	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	22	
		Petitions.
		Fourth Seal.—Motions.

*Before VICE-CHANCELLOR KNIGHT BRUCE, at Lincoln's Inn.*

Saturday	.....	Dec. 3	First Seal.—Motions and Causes.
Monday	.....	5	} Bankrupt Petitions.—Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday	.....	6	
Wednesday	.....	7	
Thursday	.....	8	
Friday	.....	9	Second Seal.—Motions and Causes.
			Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday	.....	10	Unopposed Petitions, Short Causes, and Ditto.
Monday	.....	12	} Bankrupt Petitions.—Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday	.....	13	
Wednesday	.....	14	
Thursday	.....	15	
Friday	.....	16	Third Seal.—Motions and Causes.
			Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday	.....	17	Unopposed Petitions, Short Causes, and Ditto.
Monday	.....	19	} Bankrupt Petitions.—Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday	.....	20	
Wednesday	.....	21	
Thursday	.....	22	
			Petitions and Causes.
			Fourth Seal.—Motions and Causes.

*Before VICE-CHANCELLOR WIGRAM, at Lincoln's Inn.*

Saturday .... Dec.	3	First Seal.—Motions and Causes.
Monday .....	5	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	6	
Wednesday .....	7	
Thursday .....	8	
Friday .....	9	Second Seal.—Motions and Ditto.
Saturday .....	10	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday .....	12	
Tuesday .....	13	} Unopposed Petitions, Short Causes, and Ditto.
Wednesday ....	14	
Thursday .....	15	Third Seal.—Motions and Ditto.
Friday .....	16	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	17	
Monday .....	19	} Unopposed Petitions, Short Causes, and Ditto.
Tuesday .....	20	
Wednesday .....	21	} Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Thursday .....	22	
Friday .....	23	Fourth Seal.—Motions and Causes.

### London Gazettes.

TUESDAY, NOVEMBER 29.

#### BANKRUPTS.

THOMAS ROWELL, Cambridge, linen draper, Dec. 5 at half-past 12, and Jan. 6 at 11, Court of Bankruptcy, London: Off. Ass. Alsager; Sols. Adcock, Cambridge; Smith, 22, Bedford-row.—Fiat dated Nov. 15.

THOMAS FEAYER, Ludgate-hill, mercer and draper, Dec. 13 and Jan. 12 at 11, Court of Bankruptcy, London: Off. Ass. Green; Sol. Ashurst, 137, Cheap-side.—Fiat dated Nov. 15.

JOSEPH PHILLIPS, Hercules Tavern, Hercules-passage, Threadneedle-st., tavern keeper, Nov. 30 at 12, and Dec. 23 at 1, Court of Bankruptcy, London: Off. Ass. Lackington; Sols. Fry & Co., Poultry.—Fiat dated Nov. 15.

MARGARET EDMONDS, Park-pl. and Arlington-street, St. James's, Middlesex, and Hearn-hill Cottage, Hearn-hill, Surrey, boarding, lodging-house, and hotel keeper, Dec. 14 at 1, and Jan. 11 at 12, Court of Bankruptcy, London: Off. Ass. Johnson; Sol. Pollock & Co., Parliament-street.—Fiat dated Nov. 28.

EDWARD EVERALL, Liverpool, coal merchant, Dec. 3 at 1, and Dec. 28 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Bird; Sol. Rodgers, Liverpool.—Fiat dated Nov. 21.

BENJAMIN PRICE, Birmingham, general dealer, Dec. 5 at half-past 11, and Jan. 5 at 12, Waterloo-rooms, Birmingham: Off. Ass. Whitmore; Sols. Heywood & Webb, Birmingham.—Fiat dated Nov. 24.

SAMUEL APPELBYARD, Manchester, stuff merchant and warehouseman, Dec. 13 and Jan. 21 at 11, District Court of Bankruptcy, Manchester: Off. Ass. Pott; Sols. Sale & Worthington, Manchester; R. M. & C. Baxter, Lincoln's-inn-fields.—Fiat dated Nov. 21.

MARY MANWARING, Gornal, Sedgley, Staffordshire, grocer, Dec. 8 and Jan. 5 at half-past 11, Waterloo-rooms, Birmingham: Off. Ass. Whitmore; Sols. Wight, jun., Kingsworf, Staffordshire; Palmer & Nettlehip, 4, Trafalgar-sq., Charing-cross.—Fiat dated Nov. 16.

JOHN ANTROBUS, Birmingham, plater, Dec. 13 at 12, and Jan. 11 at 1, Waterloo-rooms, Birmingham.—Off. Ass. Valpy; Sols. Hodgson, Birmingham; Vincent & Sherwood, 9, King's-bench-walk, Temple.—Fiat dated Nov. 26.

WILLIAM HESLEWOOD, ROBERT HESLEWOOD, and JOHN SKITT, Kingston-upon-Hull, and Red Lion-wharf, Thames-street, City of London, white-lead manufacturers and oil and colour merchants, Dec. 12 at 12, and Jan. 4 at 1, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Peter and Robert Wells, Hull; Tilson, 29, Coleman-street.—Fiat dated Oct. 25.

RICHARD WARREN, Liverpool, druggist, Dec. 9 and Jan. 10 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Follett; Sols. Cross, Liverpool; Vincent & Co., Temple.—Fiat dated Nov. 26.

**JOHN CUNLIFFE**, Liverpool, coach and car proprietor, Dec. 9 at 12, and Jan. 10 at 12, District Court of Bankruptcy, Liverpool: Off. Ass. Turner; Sols. Whitley, Liverpool; Garey, Southampton-buildings, Chancery-lane.—Fiat dated Nov. 18.

**JOHN HOOKER CHATTERTON**, Nottingham, milliner and haberdasher, Dec. 8 and Jan. 9 at 1, Waterloo-rooms, Birmingham: Off. Ass. Bittleston; Sols. Cursham & Campbell, Nottingham.—Fiat dated Nov. 26.

**WILLIAM THOMAS**, Broad Quay, St. Stephen, Bristol, tailor and salesman, Dec. 9 at 12, and Dec. 30 at 12, Court of Bankruptcy, Bristol: Off. Ass. Acraman; Sol. Short, Bristol.—Fiat dated Nov. 22.

**DAVID THOMAS**, Manchester, merchant, Dec. 10 and Jan. 14 at 10, Manchester District Court of Bankruptcy: Off. Ass. Pott; Sol. Hampson, Manchester.—Fiat dated Nov. 26.

**RICHARD ELLISON and JOHN GOODWORTH**, Barnsley, Yorkshire, linen manufacturers, Dec. 12 and Jan. 6 at 1, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sol. Mencer, Barnsley, Yorkshire.—Fiat dated Nov. 16.

**JOHN HENRY BELL**, Stoke's-croft, Bristol, apothecary, Dec. 13 at 1, and Jan. 10 at 2, Court of Bankruptcy, Bristol: Off. Ass. Hutton; Sol. Edwards, Bristol.—Fiat dated Nov. 25.

**ISAAC BELL**, Newcastle-upon-Tyne, earthenware manufacturer, and **JOHN DAVISON**, Marton, farmer, and Middlesbrough, Yorkshire, earthenware manufacturer, Jan. 10 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne: Off. Ass. Miller; Sols. Ingledew, Newcastle-upon-Tyne; Williamson & Hill, 4, Verulam-buildings, Gray's-inn.—Fiat dated Nov. 15.

**WILLIAM GREEN**, Cheltenham, Gloucestershire, coach-maker, Dec. 15 and Jan. 10 at 12, Court of Bankruptcy, Bristol: Off. Ass. Hutton; Sol. Packwood, Cheltenham.—Fiat dated Nov. 21.

#### FIAT REMOVED

*By Order of the Lord Chancellor.*

**Edward Mansell**, Chippenham, Wiltshire, upholsterer, Dec. 23 at 11, District Court of Bankruptcy, Bristol.

#### MEETINGS.

**Arthur Jarrett**, Castle-street, Southwark, Surrey, hat manufacturer, Dec. 20 at 12, Court of Bankruptcy, London, pr. d.—**James Moore**, Old Bond-st., hatter, Dec. 16 at 1, Court of Bankruptcy, London, pr. d.—**J. Saunders**, **James Fanner**, and **Thos. H. Saunders**, Basinghall-street, and Bradford, Wiltshire, woollen manufacturers, Dec. 9 at 11, Court of Bankruptcy, London, pr. d.—**John Strutt**, Argyle-street, Argyle-square, lodging-house keeper, Dec. 9 at 12, Court of Bankruptcy, London, last ex.—**Rice Harris**, Birmingham, glass manufacturer, Dec. 13 at 11, District Court of Bankruptcy, Birmingham, last ex.—**Saml. Jacobson**, Newcastle-upon-Tyne, picture dealer, Dec. 13 at 2, District Court of Bankruptcy, Newcastle-upon-Tyne, fin. ex.—**James Tomlin** and **Wm. Man**, St. Michael's-alley, Cornhill, merchants, Dec. 22 at 11, Court of Bankruptcy, London, aud. ac.—**Geo. Hen. Harrison**, Moorgate-street, merchant, Dec. 21 at half-past 11, Court of Bankruptcy, London, aud. ac.—**John Ivery**, High Wycombe, Buckinghamshire, carpenter, Dec. 21 at half-past 12, Court of Bankruptcy, London, aud. ac.—**Christopher Brayshaw**, Great Castle-st., Regent-st., tailor, Dec. 21 at 12, Court of Bankruptcy, London, aud. ac.—**Charles M. Darby**, Regent-st., printer, Dec. 21 at half-past 1, Court of Bankruptcy, London, aud. ac.—**Henry Stevens**, Willian, near Hitchin, Hertfordshire, and **John Stevens**, Clophill, near Silsoe, Bedfordshire, builders, Dec. 22 at half-past 12, Court of Bankruptcy, London, aud. ac.—**Alex. Duncan**, Cowper's-st., Cornhill, merchant, Dec. 22 at 12, Court of Bankruptcy, London, aud. ac.—**G. Chapman**, Pullin's-pl., Islington, cowkeeper, Dec. 22 at 11, Court of Bankruptcy, London, aud. ac.—**Hen. Brand**, Cambridge, slater, Dec. 20 at half-past 11, Court of Bankruptcy, London, aud. ac.; at 12, div.—**Wm. Chapman** and **Chas. M. Woodyer**, Hope's-wharf, Wapping, coal merchants, Dec. 20 at half-past 11, Court of Bankruptcy, London, aud. ac.—**Jas. Fisher** and **Wm. Milner**, Norwich, drapers, Dec. 20 at 12, Court of Bankruptcy, London, aud. ac.—**Jas. W. Thomas**, New Corn Exchange, Mark-lane, London, and Strood, near Rochester, Kent, corn merchant, Dec. 22 at 12, Court of Bankruptcy, London, aud. ac. and div.—**Isaac Sealby**, Keswick, Cumberland, edge-tool manufacturer, Dec. 20 at

12, District Court of Bankruptcy, Newcastle-upon-Tyne, and ac.—**Jas. Hopkins**, Leighton Buzzard, Bedfordshire, butcher, Dec. 22 at half-past 11, Court of Bankruptcy, London, div.—**Richd. March**, Cheapside, hatter, Dec. 22 at half-past 11, Court of Bankruptcy, London, fin. div.—**Jas. Cockburn**, New Broad-street, merchant, Dec. 20 at half-past 12, Court of Bankruptcy, London, div.—**J. Brook** and **T. Brook**, Stourbridge, Worcestershire, drapers, Dec. 15 at half-past 2, Court of Bankruptcy, London, fin. div.—**G. Boggs**, **Wm. Taylor**, and **Wm. Shand jun.**, Great Winchester-street, merchants, Dec. 22 at half-past 1, Court of Bankruptcy, London, div.—**Saml. Jackson** and **Thos. Fredk. Jackson**, Bermondsey-street, Bermondsey, woolstaplers, Dec. 22 at 11, Court of Bankruptcy, London, div.—**Fredk. Preston**, Southtown, Suffolk, shipbuilder, Dec. 22 at half-past 12, Court of Bankruptcy, London, div.—**B. Simmons** and **Jon. Brook**, Folly, Dockhead, Bermondsey, ironfounders, Dec. 22 at half-past 11, Court of Bankruptcy, London, div.—**J. Hutton**, Fenchurch-st., merchant, Dec. 20 at half-past 1, Court of Bankruptcy, London, div.—**Jacob Simmons**, Longwick, Buckinghamshire, corn-dealer, Dec. 20 at 1, Court of Bankruptcy, London, div.—**Hen. Thos. Harrison**, Tavistock-row, Covent-garden, hotel keeper, Dec. 20 at half-past 12, Court of Bankruptcy, London, div.—**Wm. Brocksopp**, High-street, Southwark, grocer, Dec. 20 at half-past 12, Court of Bankruptcy, London, div.—**John Richmond**, Lime-street, merchant, Dec. 20 at 11, Court of Bankruptcy, London, div.—**Edwin Turzell Gough**, Strand, patent agent, Dec. 21 at 11, Court of Bankruptcy, London, div.—**George A. Kollmann**, St. Martin's-lane, pianoforte maker, Dec. 20 at 1, Court of Bankruptcy, London, div.—**J. Kingsford** and **F. E. Kingsford**, Dover, Kent, wine merchants, Dec. 20 at 12, Court of Bankruptcy, London, div.—**David Buglass**, Sunderland, Durham, victualler, Dec. 20 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, fin. div.

#### CERTIFICATES

*To be allowed, unless Cause shewn to the contrary.*

**James Sharp** and **Robert Pearson**, Bradford, Yorkshire, machine maker, Dec. 20, Court of Bankruptcy, London.—**R. Lamb**, Stockton, Durham, iron merchant, Dec. 20, Court of Bankruptcy, London.—**John Arthur** and **D. Arthur**, Neath, Glamorganshire, iron masters, Dec. 20, Court of Bankruptcy, London.—**Rich. Morris**, Chepstow, Monmouthshire, timber merchant, Dec. 20, Court of Bankruptcy, London.—**Edward Minty**, Warminster, Wiltshire, maltster, Dec. 20, Court of Bankruptcy, London.—**Thos. Worinton**, Burbage, Leicestershire, hosier, Dec. 20, Court of Bankruptcy, London.—**Wm. Stewart**, Ludgate-hill, muslin manufacturer, Dec. 22 at 2, Court of Bankruptcy, London.—**W. Kearse**, Belgrave-pl., Walworth-road, tailor, Dec. 20 at 1, Court of Bankruptcy, London.—**J. E. Beerbohm** and **Wm. Edm. Slaughter**, Fenchurch-street, merchants, Dec. 22 at half-past 12, Court of Bankruptcy, London.—**Thos. Scott**, Bow Churchyard, commission agent, Dec. 23 at half-past 1, Court of Bankruptcy, London.—**Wolfe Ansell**, Pontypool, Monmouthshire, shopkeeper, Dec. 22 at 11, District Court of Bankruptcy, Bristol.—**Chas. King**, **Jos. Sandell**, and **Dav. Hen. King**, Berners-st., Oxford-st., paper stainers, Dec. 24 at 1, Court of Bankruptcy, London.—**Jas. Atkins**, sen., and **Jas. Atkins**, jun., Coulsdon, Surrey, lime merchants, Dec. 23 at 1, Court of Bankruptcy, London.—**W. Mills**, Caterham, Surrey, innholder, Dec. 23 at half-past 1, Court of Bankruptcy, London.—**Rich. B. Cuyler**, Clifton-st., Finsbury, currier, Dec. 22 at 1, Court of Bankruptcy, London.—**Thos. Wooster**, jun., Liverpool-street, London, merchant, Dec. 22 at 12, Court of Bankruptcy, London.—**Francis Jas. Osbaldeston**, St. Albans, Hertfordshire, dealer in horses, Dec. 22 at 3, Court of Bankruptcy, London.—**John Reynolds**, jun., Dowgate-dock, Upper Thames-st., drysalter, Dec. 20 at 12, Court of Bankruptcy, London.—**John Ivery**, High Wycombe, carpenter, Dec. 20 at half-past 1, Court of Bankruptcy, London.—**John Flood**, Dean-st., Westminster, surgeon, Dec. 21 at half-past 11, Court of Bankruptcy, London.—**Richard H. Smyth**, Cornhill, merchant, Dec. 23 at 2, Court of Bankruptcy, London.—**Jos. Jas. Smith**, Gate-st., Lincoln's-inn-fields, bookbinder, Dec. 23 at half-past 2, Court of Bankruptcy, London.—**Jos. Simpson**, Coal Harbour-lane, Camberwell, Surrey, licensed victualler, Dec. 20 at half-past 12, Court of Bankruptcy, London.—**Thos. Humphrey**, jun., Great Stanmore, Middlesex, bricklayer, Dec. 22 at half-past 1, Court of Bankruptcy, London.—**W. Cribb** and **Benj. Cribb**, Clarence-wharf, Regent's-canal-basin, lucifer-match manufacturers, Dec.

22 at 2, Court of Bankruptcy, London.—*Fred. J. Mitchell*, Aldersgate-st., builder, Dec. 22 at 1, Court of Bankruptcy, London.—*Geo. F. Sizer*, Worcester, linen draper, Dec. 20 at 2, Court of Bankruptcy, London.—*John Benj. D. Dearberg* and *Wm. Whitehall*, Fore-street, London, and Coventry, silk manufacturers, Dec. 21 at half-past 2, Court of Bankruptcy, London.—*John Bryant*, King William-street, West Strand, bookseller, Dec. 20 at half-past 2, Court of Bankruptcy, London.—*John Shury* and *John Jas. Shury*, Charterhouse-street, engravers, Dec. 21 at 11, Court of Bankruptcy, London.—*C. Newman*, Srips, Little Coggleshall, and Great Coggleshall, Essex, and Llanon, Carmarthenshire, miller, Dec. 22 at half-past 2, Court of Bankruptcy, London.—*John Reeve*, High Holborn, and Drury-lane, carver and gilder, Dec. 22 at 2, Court of Bankruptcy, London.—*John Dover*, Three-cranes-wharf, London, merchant, Dec. 23 at 1, Court of Bankruptcy, London.—*J. Mills*, London-wall, canal carrier, Dec. 23 at half-past 1, Court of Bankruptcy, London.—*Sam. Smith*, Pumprow, Old-st., St. Luke's, timber-merchant, Dec. 23 at half-past 12, Court of Bankruptcy, London.—*Wm. Nathan Hunt*, Watling-st., stationer, Dec. 23 at 12, Court of Bankruptcy, London.—*Thomas Maguire*, Liverpool, publican, Dec. 21 at 11, District Court of Bankruptcy, Liverpool.—*Henry Brand*, Cambridge, slater, Dec. 20 at 12, Court of Bankruptcy, London.—*Daniel Antrobus*, Great Budworth, Cheshire, salt merchant, Dec. 22 at 11, District Court of Bankruptcy, Liverpool.—*Thomas George Martin*, Great Winchester-st., Old Broad-st., wine merchant, Dec. 23 at half-past 2, Court of Bankruptcy, London.—*Antonio Mathe* and *Stephen Moore*, Liverpool, dealers and chapmen, Dec. 21 at 12, District Court of Bankruptcy, Liverpool.—*G. P. Kenna*, Manchester, calico printer, Dec. 22 at 12, District Court of Bankruptcy, Manchester.—*J. Brookbanks*, Dudley, Worcestershire, mercer, Dec. 23 at 1, District Court of Bankruptcy, Manchester.—*Joseph Haycard*, Manchester, bookseller, Dec. 22 at 12, District Court of Bankruptcy, Manchester.—*Richard Wharton*, Oldham, Lancashire, innkeeper, Dec. 21 at 11, District Court of Bankruptcy, Manchester.—*John Frankland* and *Thomas Frankland*, Liverpool, merchants, Dec. 22 at 12, District Court of Bankruptcy, Manchester.—*Henry Hepworth*, Leeds, Yorkshire, cloth manufacturer, Dec. 22 at 12, District Court of Bankruptcy, Leeds.—*Jos. Ross*, Halifax, Yorkshire, wool-stapler, Dec. 22 at 11, District Court of Bankruptcy, Leeds.—*Wm. Reynolds*, Brightmet, Lancashire, cotton spinner, Dec. 21 at 1, District Court of Bankruptcy, Manchester.—*F. Arkner*, Birmingham, coachmaker, Dec. 21 at 11, District Court of Bankruptcy, Birmingham.—*John Pidcote* and *Thomas Barton*, Nottingham, corn factors, Dec. 23 at 11, District Court of Bankruptcy, Birmingham.

## FIATS ANNULLED.

*John Brown* and *George Meakin*, Walsall, Staffordshire, ale and porter merchants.—*Geo. Forster*, Newcastle-upon-Tyne, woollen draper and silk mercer.—*R. F. Watkinson* and *Wm. Haigh*, Huddersfield, Yorkshire, woollen cloth merchants.

## PARTNERSHIP DISSOLVED.

*Thomas Rayner* and *John Thompson*, Sheffield, attorneys at law, solicitors, and conveyancers.

## INSOLVENT DEBTORS.

Saturday, Nov. 26, 1842.

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*John Pamplin*, Cottenham, Cambridgeshire, blacksmith, No. 60,738 C.; *Wm. Abbott*, assignee.—*M. W. S. Shaw*, Wandsworth, Surrey, coal merchant, No. 53,942 T.; *William Haymen*, assignee.—*K. R. Hinder*, Harlington-st., York-rd., Lambeth, Surrey, nurse, No. 53,812 C.; *Charles Carruthers*, assignee.—*J. F. I. Caplin*, Berners-st., Oxford-st., mechanical corset maker, No. 53,882 T.; *Joseph Saunders*, assignee.—*Moses Grubb*, Swan-st., Dover-road, Borough, Surrey, corn dealer, No. 53,867 T.; *Charles Bennett*, assignee.—*William Morley*, Mount-row, Westminster-rd., Lambeth, Surrey, frame manufacturer, No. 53,821 T.; *Richard White*, assignee.—*R. Aston*, Ellwood, near Coleford, Gloucestershire, currier, No. 61,321 C.; *Richard Morgan*, assignee.—*Thomas Collins*, Soham, Cambridgeshire, watch maker, No. 61,194 C.; *Charles Mainprice*, assignee.—*J. Ockenden*, Washington, near Shoreham, Sussex, carpenter, No. 60,774 C.; *Albert Read*, assignee.—*W. Edward Boyle*, Neath, Glamorganshire, plumber,

No. 60,700 C.; *David Price*, assignee.—*Humphrey Creech*, Bristol, out of business, No. 57,971 C.; *Roger Edwards*, assignee.—*George Humphreys*, John-st., St. George's East, engineer, No. 53,278 T.; *John Cable*, assignee.—*John Carter*, North Cowton, near Catterick, Yorkshire, and Darlington, Durham, mason, No. 61,156 C.; *Thomas Laidler* and *John Lear*, assignees.—*John Broomhead*, Elland Upper Edge, near Halifax, Yorkshire, gardener, No. 60,942 C.; *T. Otley* and *J. Longbotham*, assignees.—*Edwin William Yarrington*, Norwich, out of business, No. 60,868 C.; *Henry William Fourdrinier* and *Rich. N. Bacon*, assignees.—*John Ramsden*, Melina-place, Westminster-rd., Surrey, gentleman, No. 53,813 T.; *Wm. Henry l'Anson*, assignee.—*Charles John Taylor*, Norwich, bookbinder, No. 60,821 C.; *Henry Wm. Fourdrinier* and *Richard N. Bacon*, assignees.—*Robert Taylor*, jun., Cambridge, ship carpenter, No. 61,307 C.; *George Poole*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Dec. 20, at 9.*

*John Harbour*, Hollybush-house, Dorman's-land, Lingfield, Surrey, wheelwright.—*James Briant*, Mare-st., Hackney, carpenter.—*Richard Davies*, Henrietta-st., Manchester-sq., dealer in marine stores.—*James Ploveright*, Essenden, Hertfordshire, tailor.—*George John Wood*, Dodd's Farm, Cambridge-road, Mile-end, dairyman.—*Edm. Dwyre*, Perkins's-rents, Westminster, messenger in the Army Medical Board Office.—*Wm. Wells Hardy*, Brompton-row, Knightsbridge, artist.—*Richard Lee*, Prince's-place, Great Suffolk-st., Gravel-lane, Southwark, compositor.—*Daniel Farmer*, Acton, Middlesex, baker.—*Richard Hammon*, Charlotte-st., Fitzroy-sq., newspaper agent.—*Charles West*, South Lambeth, Vauxhall, Surrey, carpenter.—*Wm. George Drew*, High-st., Shadwell, foreman to a butcher.—*John Henry Hubbert*, Beaumont-sq., Mile-end, tobacco broker.—*Wm. Thos. England*, Whitby-place, Lock's-fields, Walworth, grocer.—*R. Street*, South-ville, Wandsworth-road, Surrey, carpenter.

## FRIDAY, DECEMBER 2.

## BANKRUPTS.

*SAMUEL PARKER*, Egyptian-hall, Piccadilly, lamp manufacturer, Dec. 9 at 2, and Jan. 13 at half-past 2, Court of Bankruptcy, London: Off. Ass. Belcher; Sols. J. H. and Richard Tyas, 13, Beaufort-buildings, Strand.—Fiat dated Nov. 30.

*THOMAS FIELDER*, Brewer-street, Somers'-town, baker, Dec. 9 at half-past 1, and Jan. 13 at 2, Court of Bankruptcy, London: Off. Ass. Belcher; Sol. Weir, Coopers'-hall, Basinghall-street.—Fiat dated Dec. 1.

*HARVEY GARNETT PHIPPS TUCKETT*, Poultry, merchant and colonial agent, Dec. 8 at half-past 12, and Jan. 16 at 11, Court of Bankruptcy, London: Off. Ass. Turquand; Sols. Lawrance & Blenkarne, 32, Backlersbury.—Fiat dated Nov. 29.

*RICHARD COULSELL*, Milton next Gravesend, Kent, victualler, Dec. 12 at half-past 1, and Jan. 16 at 12, Court of Bankruptcy, London: Off. Ass. Turquand; Sol. Southgate, 10, Gray's-inn-place.—Fiat dated Nov. 15.

*WILLIAM NAIRN* and *JAMES LISTON*, Tower Royal, Watling-street, linen and hempen cloth manufacturers and warehousemen, Dec. 8 and Jan. 12 at 12, Court of Bankruptcy, London: Off. Ass. Gibson; Sol. Cox, Bucklersbury.—Fiat dated Nov. 29.

*ISAAC WINTER*, Chesham, Buckinghamshire, common brewer, Dec. 15 at half-past 11, and Jan. 13 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sol. Steele, 1, Lincoln's-inn-fields.—Fiat dated Nov. 22.

*JAMES HEDGMAN*, High Holborn, dealer in leather, panel boards, and lancelwood spars, Dec. 13 at 2, and Jan. 18 at 12, Court of Bankruptcy, London: Off. Ass. Johnson; Sols. Taylor, 3, Finsbury-terrace, City-road.—Fiat dated Dec. 1.

*JOHN CUNNINGTON*, Newport, Monmouthshire, builder, Dec. 19 and Jan. 16 at 11, District Court of Bankruptcy, Bristol: Off. Ass. Hutton; Sols. Hall & Jenkins, Newport.—Fiat dated Oct. 28.

*WILLIAM GREEN*, Birmingham, cabinet-case maker, Dec. 9 and Jan. 10 at 12, District Court of Bankruptcy, Birmingham: Off. Ass. Valpy; Sol. Gidley, Earl-st., Blackfriars.—Fiat dated Nov. 25.



**WILLIAM HENZEY BOND**, Brierley-hill, Kingswinford, Staffordshire, wine-merchant, Dec. 13 at 1, and Jan. 11 at 11, District Court of Bankruptcy, Birmingham: Off. Ass. Christy; Sol. Collis, Stourbridge.—Fiat dated Nov. 28.

**ROBERT HEATHCOTE**, Manchester, victualler and small-ware manufacturer, Dec. 12 and Jan. 9 at 11, District Court of Bankruptcy, Manchester: Off. Ass. Fraser; Sols. Chew, Manchester; Gregory & Co., Bedford-row.—Fiat dated Nov. 21.

**THOMAS CALDICOTT**, Newport, Monmouthshire, grocer and provision merchant, Dec. 16 and Jan. 13 at 1, Court of Bankruptcy, Bristol District: Off. Ass. Acraman; Sol. Leman, Bristol.—Fiat dated Nov. 21.

**CHARLES ANDREW BRADBURY**, Stockport, Cheshire, draper and woollen cloth manufacturer, Dec. 10 and Jan. 11 at 12, District Court of Bankruptcy, Manchester: Off. Ass. Pott; Sol. Baddeley, Stockport.—Fiat dated Nov. 29.

**BETTY THORNILEY**, Broadbottom, Motttram in Longendale, Cheshire, grocer, flour dealer, and linen draper, Dec. 20 at 11, and Jan. 19 at 12, District Court of Bankruptcy, Manchester: Off. Ass. Fraser; Sols. Ferns, Stockport; Bower & Back, Chancery-lane.—Fiat dated Nov. 28.

**JOHN ELLIS**, Mansfield, Nottinghamshire, brush maker, bobbin turner, and grocer, Dec. 14 at half-past 12, and Jan. 11 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Payne & Co., Leeds.—Fiat dated Nov. 23.

**WILLIAM HOLT**, Mansfield, Nottinghamshire, hatter, and wine and spirit merchant, Dec. 17 and Jan. 11 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Parsons & Been, Mansfield.—Fiat dated Nov. 24.

**THOMAS MARSDEN**, jun., Northallerton, Yorkshire, mercer and draper, Dec. 14 and Jan. 11 at 1, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sol. Anderson, York.—Fiat dated Nov. 4.

**THOMAS JONES**, Glynn, Llanfihangel y Traethan, Merionethshire, cattle salesman, Dec. 13 and Jan. 24 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Cazenove; Sols. Mallaby & Townsend, Liverpool; Williams & Breese, Port Madoc, Carnarvonshire.—Fiat dated Nov. 15.

## FIATS REMOVED

By Order of the Lord Chancellor.

*Thomas Allen*, Macclesfield, Cheshire, silkman and silk throwster, Dec. 6 at 1, District Court of Bankruptcy, Manchester.—*John Greaves*, Sutton, Campsall, Yorkshire, factor, Dec. 9 at 11, District Court of Bankruptcy, Leeds.

## MEETINGS.

*A. G. W. Biddulph*, *John Wright*, *Henry Robinson*, and *E. W. Jennings*, Henrietta-st., Covent-garden, bankers, Dec. 16 at half-past 11, Court of Bankruptcy, London, pr. d.—*Robert Busby*, Wood-st., Bethnal-green, dairyman, Dec. 6 at 11, Court of Bankruptcy, London, last ex.—*George Henry Harrison*, Moorgate-street, London, merchant, Dec. 16 at 2, Court of Bankruptcy, London, last ex.—*Alexander Jacob*, Manchester, merchant, Dec. 21 at 11, District Court of Bankruptcy, Manchester, last ex.—*Thos. Todd*, Manchester, dealer in cotton and woollen goods, Dec. 15 at 11, District Court of Bankruptcy, Manchester, last ex.—*Wm. Hall*, Tredington, Worcestershire, and *Robt. Rainbow*, Stratford-upon-Avon, Warwickshire, corn and coal merchants, Dec. 15 at 11, Waterloo-rooms, Birmingham, last ex.—*D. Blake*, Norwich, mohair manufacturer, Dec. 7 at 11, Court of Bankruptcy, London, and ac.—*Robert Marsh*, Upholland, Lancashire, provision dealer, Dec. 24 at 1, District Court of Bankruptcy, Liverpool, and ac.—*Osborn Hills*, Bow, grocer, Dec. 23 at half-past 1, Court of Bankruptcy, London, div.—*T. Gould*, Chesapeake, stay manufacturer, Dec. 23 at 1, Court of Bankruptcy, London, div.—*George Corbett*, Lewisham, Kent, builder, Dec. 24 at 1, Court of Bankruptcy, London, div.—*S. Glyde*, Southampton-row, Russell-sq., Middlesex, and Yeovil, Somersetshire, grocer, Dec. 23 at half-past 11, Court of Bankruptcy, London, div.—*John Reynolds*, Rutland-wharf, Upper Thames-st., coal merchant, Dec. 14 at 10, Court of Bankruptcy, London, fin. div.—*J. C. Lucas* and *T. Lucas*, Aldersgate-st., lace-making manufacturers, Dec. 23 at 11, Court of Bankruptcy, London, div.—*Fred. Thos. West*, Commercial-wharf, Commercial-road, Lambeth, Surrey, coal merchant, Dec. 23 at 2, Court of Bankruptcy, London, div.—*Francis Brittan*, Bristol, woollen draper, Dec. 26 at 12, District Court of Bankruptcy, Manchester, pr. d. and ac.; Dec. 27 at 1, fin. div.—*Thomas Bomford*, Elmstone Hardwick, Gloucestershire,

hay dealer, Dec. 7 at 12, District Court of Bankruptcy, Bristol, and. ac. and div.

## CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

*John Higgins* and *Jas. Mannoek*, Dukinfield, Cheshire, engineers, Dec. 23, Court of Bankruptcy, London.—*W. Wilks*, Bengeworth, Worcestershire, coal merchant, Dec. 23, Court of Bankruptcy, London.—*Peter A. Hepburn*, Powis-place, Hampstead-road, wine merchant, Dec. 28 at 1, Court of Bankruptcy, London.—*Alfred Bouglival* and *Joseph Farrington*, Stratford, Essex, manufacturing chemists, Dec. 23 at 1, Court of Bankruptcy, London.—*John Alex. Smith*, Oxford-street, linen drapers, Dec. 23 at half-past 1, Court of Bankruptcy, London.—*Fischer Alexander Wilson*, Picket-street, Strand, printer, Dec. 23, Court of Bankruptcy, London.—*H. Williams*, Beckford-row, Walworth, Surrey, linen draper, Dec. 23 at 3, Court of Bankruptcy, London.—*Ayshford Wte*, Fordhouse, Woborough, *Wm. S. Bentall*, and *Robt. Ferrell*, Totness, Devonshire, bankers, Dec. 27 at 1, Castle of Exeter.—*Benj. Holmes*, Birmingham, boot maker, Dec. 24 at half-past 12, District Court of Bankruptcy, Birmingham.—*Adol. Blumenthal*, Birmingham, wine merchant, Dec. 24 at 12, District Court of Bankruptcy, Birmingham.—*Richard Bill*, Birmingham, japanner, Dec. 23 at 1, District Court of Bankruptcy, Birmingham.—*Jos. Hamilton* and *Wm. H. Hamilton*, Manchester, calico printers, Dec. 26 at 11, Manchester District Court of Bankruptcy.—*Benj. J. Wood*, Liverpool, optician, Dec. 24 at 11, District Court of Bankruptcy, Liverpool.

## FIATS ANNULLED.

*John Lang*, *Sam. Armitage*, *Richard Redfearn*, and *John Sykes*, Liversedge, Yorkshire, blanket manufacturers.—*Thos. Brooke*, *Jos. Lang*, *Jos. Wilby*, and *Jonas Milnes*, Liversedge, Yorkshire, blanket manufacturers.

## SCOTCH SEQUESTERATIONS.

*Geo. Macfarlane* and *Co.*, Glasgow, merchants.—*Alexander Macdonald*, Glasgow, hostler.—*John Davis*, Edinburgh, optician.—*John Thomson*, Airdrie, grocer.—*Gavin Shanks*, Rav-yards, Airdrie, wright.

## INSOLVENT DEBTORS' DIVIDENDS.

*Jas. Barnecut*, Liskeard, Cornwall, tailor: 1s. 4d. in the pound.—*Jos. Stubbs*, Birmingham, whip manufacturer: 1s. 9d. in the pound.—*Archib. Campbell*, John-st., Cambridge-st. Mile-end-road, Lieutenant in the Royal Navy: third dividend of 4s. 6d. in the pound.

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*George Humphreys*, Reading, Berkshire, barge proprietor, Dec. 6, Palmer's, Reading: 1s. 1½d. and the half of a farthing in the pound.—*Benj. Mason*, Hanley, Staffordshire, carpenter, Dec. 5, Cooper's, Tunstall: 5s. 7d. in the pound.

## MEETING.

*Wm. Parry*, Newlands, Herefordshire, sawyer, Dec. 19 at 12, Owen's, Monmouth, sp. aff.

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LONDON, DECEMBER 10, 1842.

It has been suggested by a learned writer of great eminence\*, that, under the Thellusson Act, and the decisions that have been made upon it, some doubt may be entertained of the validity of the ordinary trusts for partial accumulation, introduced into provisions for the maintenance, during minority, of persons unborn at the testator's decease. The portion of the Act on which these doubts are said to rest, is that which excepts from the prohibition to accumulate "the minority or minorities only of any person or persons, who, under the uses or trusts of the deed, surrender, will, or other assurances, directing such accumulations, would for the time being, if of full age, be entitled unto the rents, issues, and profits, or the interest, dividends, or annual produce so directed to be accumulated." In a case before Sir J. Leach, V. C., (*Haley v. Bannister*, 4 Mad. 275), the testator had directed a trust for accumulation, to commence from the death of A. and B. his wife, in favour of the children of B. born or to be born, "so as to accumulate until one of the said children should attain the age of twenty-one years," and then and then only the principal to be transferred; and on this his Honor said, that "the statute prevents an accumulation of interest during the minority of an unborn child; but as to the principal, the law remains as before the statute. The excess of accumulation prohibited by the statute will form part of the residue."

Mr. Jarman, in his excellent work on Wills, says, that this decision makes the portion of the Act to which we have referred amount only to a mere saving or reservation of the rule of law, which disposes by way of accumulation of the surplus income of minors, after providing for maintenance. "It limits (he says\*) the term of accumulation authorized by the Act to twenty-

one years from the testator's decease, or the minority of a person then in esse, which in fact is included in the former, since every person born in the lifetime of the testator must attain majority before the expiration of twenty-one years from his decease." "The decision, therefore, (he continues), seems to place in some peril the accumulating trusts ordinarily introduced into provisions for the maintenance during minority of persons unborn at the testator's decease, which direct the unapplied surplus income from time to time to be added to the principal."

It is to be observed, that in *Haley v. Bannister*, the point to which his Honor's opinion directs itself, did not call for a decision, as, under the circumstances that appeared, there was not, when the case was before the Court, any child of the testator's born after his decease. However, whatever may be the effect of the dictum of Sir John Leach, its authority has been recognised and acted upon by Lord Langdale in deciding a very late case, *Ellis v. Maxwell*, (3 Beav. 587). In that case, the trusts were for the benefit of a class of children whose parents were living at the testator's decease, to be paid and become vested as and when they should attain twenty-one, with a direction for maintenance, and for accumulation of the surplus, the accumulation to be payable and paid with the original shares. At the death of the testator, there were no such children, but after his death children were born; and the question was, whether the accumulation directed till the majority of such children, was void. Lord Langdale held that it was, partly on the language of the Statute, and partly it would seem on the authority of *Haley v. Bannister*, and an earlier case, *Longdon v. Simpson*, (12 Ves. 295).

With regard to the effect of the two cases, (*Haley v. Bannister*, and *Ellis v. Maxwell*), a recent writer\*

\* Jarman on Wills, Vol. 1, p. 268.

† See Vol. 1, p. 268.

\* Hargrave on the Thellusson Act.

doubts, whether they go the length attributed to them by Mr. Jarman. (See Mr. Hargrave's Treatise, p. 131). He appears however to agree with Mr. Jarman as to the effect of Sir J. Leach's dictum on the ordinary trusts for partial accumulation referred to, when those trusts are framed, as is frequently done, so as to give only contingent interests to the children. But if they are framed in another very usual way, to give vested interests, subject to be divested, then he seems to consider that the dictum of the Vice-Chancellor has no application, and that such trusts are good.

In Mr. Hargrave's doubts as to the extent to which the cases of *Haley v. Bannister* and *Ellis v. Maxwell* cut down the operation of the Statute, we confess we participate; for in neither of those cases is there any thing, as it appears to us, to warrant the assumption, that the Court meant to lay down so general a rule as that attributed to Sir John Leach by Mr. Jarman. In the case before his Honor, the period when accumulation was to commence for the benefit of the party or parties ultimately entitled to its produce, was absolute; it was to commence at the death of the testator, and was not to terminate till the majority of one of the children of his daughter; and clearly, if, at the death of the testator, there had been no child of the daughter, but one had been born afterwards, the trust for accumulation till the majority of that child would have been void. For, under the trusts of the will, the accumulation would be going on for more than the minority of the person who, if of full age, would be entitled. And in *Ellis v. Maxwell*, this was the precise state of circumstances on which the Court had to adjudicate.

We apprehend therefore, that Sir John Leach's expression must be taken with reference to the state of circumstances he was contemplating, and is not to have attached to it a meaning much more extensive than those circumstances require. It may be inferred that his opinion was not intended to imply generally, that, with reference to minorities, there can be no accumulation except during the minority of a person in esse at the decease of the testator, but only that, with reference to the sort of case before him,—accumulation from the decease of a testator till the attainment of majority by an unborn child, would not be permitted by the Statute. That this is the light in which Lord Langdale viewed Sir J. Leach's opinion, and that his Lordship did not himself mean to carry the doctrine further, we may gather, not only from the circumstances in *Ellis v. Maxwell* being precisely such as to limit the meaning of the Court in the way we contend it is to be taken, but also from Lord Langdale's expressions in referring to *Longdon v. Simpson*. "Taking the words of the Statute (he says) as they stand, they do not appear to permit accumulation during the minority, and also a time to elapse between the death of the testator and the commencement of the minority, or in favour of any person who would not for the time being, if of full age, be entitled to the annual produce of the fund; and accordingly, in the case of *Longdon v. Simpson*, where an accumulation was intended to be made until unborn children attained twenty-one, Sir W. Grant decreed an accumulation for twenty-one years only." These observations of the Master of the Rolls seem to shew that his Lordship was considering exclusively a case where a trust is limited to

commence at the death of the testator, and not to terminate until children who may come into esse afterwards shall have attained majority. We submit, therefore, to the learned reader, that these cases do not determine that there cannot be under the fourth division of the first clause of the statute any accumulation, except during the minority of persons in esse at the death of the testator.

Viewing these cases in this light, it is difficult to see how either of them can have any application to the trusts referred to by Mr. Jarman and Mr. Hargrave; because, in those trusts, in whichever way they are constructed, the accumulation is not originally and specifically limited to commence from the period of the death of the testator in favour of any person unborn at such period; at the death of the testator the accumulation begins for those children who are then in esse. The accumulation for an unborn child does not begin till such child comes into esse; for it is not of course till then that any share of the income becomes applicable to his use, or that any interest in the principal arises in him. It is true, that if all or any of the children in esse at the death of the testator die before being actually entitled to the dominion over their shares, the after-born child may take in fact an interest in capital formed partly of accumulations commencing before his birth; and therefore in a sense there is an accumulation for more than his minority: but the accumulation which arises on the share of the principal in which the unborn child acquires an interest in coming into esse, does not, and cannot, of course, begin till his birth, and does not therefore extend over more than his minority.

The trusts under discussion appear to us in fact to have relation to two branches of the clause of the Statute, viz. the third and fourth; they are trusts of the capital in certain shares destined or marked out, first, for the children in esse at the time of the testator's death; and as to them, it is clear, that, under the third branch of the clause, the accumulation of the whole or a part of the income for their minorities would be good; but the trusts at the same time comprise limitations over of some share or shares of the capital to those children who shall come in esse after the death of the testator; and on those children taking interests or possibilities in the principal, and not till then, the accumulation in respect to them is to begin, and that accumulation seems to fall within the fourth branch of the clause.

Expressing the same view in another form, the trusts under discussion seem to be in the alternative, either for accumulation during the minorities of persons in esse at the death of the testator; or, if the contingency of another child coming into esse shall determine those accumulations, then for the minorities of such persons as would be entitled if of full age.

It may perhaps be said, that, if we adopt this construction, we fall into the assertion of the doctrine, that a trust may be created to accumulate from the death of the testator until there shall be a child of a certain marriage, and then, from the birth of that child, upon trust to accumulate for him till his majority; in other words, that we assert the very doctrine repudiated by *Haley v. Bannister* and *Ellis v. Maxwell*. Undoubtedly, we must admit, that, if the trusts under discussion can

be supported, there may be in effect an accumulation, which, by a combination of circumstances, may extend from the decease of a testator to the period of majority of a person not in esse at the death of the testator; but the mere circumstance, that the result of a combination is de facto an accumulation exceeding twenty-one years, is no necessary objection to the validity of the trusts creating in part such accumulation. (See Lord Eldon's observations in 9 Ves. 136). The true point is, whether the particular accumulation directed by the trust itself commences at such a period, that it may extend over more than the minority of the person, who, if of full age at the time of its commencement, would be entitled to the income. And we contend, that, under the trusts in question, firstly, no accumulation is directed for the person born after the testator's decease, to commence until that person comes into esse; secondly, that such person on coming into esse is the person who would be entitled under the trusts to the income directed to be accumulated; and thirdly, therefore, that such trusts fall within the protection of the fourth branch of the clause of the statute.

With respect to the distinction taken by the author of the Treatise on the Thellusson Act, between the two modes of framing the trusts carrying maintenance and accumulation, we confess we doubt whether it can be supported. It is admitted by that learned writer, that if the trusts are framed on the principle of giving vested interests subject to be divested, the accumulation of the surplus income, whether for the infant or for other persons, is protected by the fourth branch of the clause. Now, whether there is any difference on technical grounds of reasoning or not, it is plain that in the effects of the two modes of framing the trusts there is none. In the case where they are so framed as to give vested interests, the effect of there being children born after the decease of the testator is, that de facto the capital out of the income of which accumulation is to take place for those children, is partly composed of accumulations antecedent to the birth of such children; and therefore there will be in that case as much accumulation exceeding the period of the minority of the unborn children, as in the case where the trusts are so framed as to give to all the children only contingent estates originally. If the Statute acts on these trusts at all, it does so on the principle of prohibiting de facto accumulations, which in any manner and by any combination, directly or indirectly, endure for more than the minority of the unborn children. Therefore, either the Statute has no application at all to the trusts under discussion, or else it applies to them, as suggested by Mr. Jarman, in whatever way they are constructed. The point is, however, it must be confessed, full of difficulty; and while we have on the one hand the practice of conveyancers unattacked by direct decision, and on the other the deliberately pronounced opinion of so eminent a writer as the author of the Treatise on Wills, and the circumstance that his opinion is supported at least by the apparent general intention of the Statute, it may be well to say, adopting the words of the learned author of the Treatise on the Thellusson Act, that the solution of all the difficulties surrounding the adoption of these clauses, as a measure for bona fide accumulations under the Statute, we confess to be beyond our power.

## Correspondence.

### ON THE ADMISSIBILITY OF CONFESSIONS MADE TO A CLERGYMAN IN CONSEQUENCE OF RELIGIOUS PERSUASION.

TO THE EDITOR OF THE JURIST.

Sir—I am desirous of supplying your readers with two or three cases bearing on this subject from the Irish Reports, which were not noticed in THE JURIST of the 26th ult., and accompanying them with a few observations.

The first, *Butler v. Moore*, at the Rolls, 24th February, 1802, is directly in point, and is found reported from MS. in MacNally's Rules of Evidence on Pleas of the Crown, Vol. 1, p. 253. Lond. 1802. In that case the plaintiff filed a bill as heir-at-law, praying to be decreed to the estates of the late Lord Dunboyne, and alleging that the will under which the defendant claimed was a nullity, Lord Dunboyne having been a popish priest, and having conformed and relapsed to popery, which deprived him of power to make a will. Issue was joined; and the plaintiff produced the Rev. Mr. Gahan, a clergyman of the Church of Rome, to be examined, and interrogatories to the following effect were, amongst others, exhibited to him—"What religion did the late Lord Dunboyne profess from the year 1783 to the year 1792? What religion did he profess at the time of his death, and a short time before his death?" The witness answered to the first part, viz. "That Lord Dunboyne professed the Protestant religion during the time," &c., but demurred to the latter part, in this way—"That his knowledge of the matter inquired of (if any he had) arose from a confidential communication made to him in the exercise of his clerical functions, and which the principles of his religion forbid him to disclose, nor was he bound by the law of the land to answer."

*Duquery, Ponsonby, Plunket, J. Ball, and Bellew*, supported the demurrer.—They argued, that the law, from principles of policy, allowed a confidence, which was not to be betrayed; and instanced the cases of barrister and client, attorney and client, husband and wife, magistrate and informer, grand juror, &c. These, they said, were analogous cases; and courts of justice would not restrain the exercise of religious duties by compelling a disclosure of what was confidentially communicated by a repentant sinner to the minister of God. The Roman Catholic religion was not only tolerated, but sanctioned by the Legislature; and it was unreasonable to say that contradictory duties were imposed: first, that a Roman Catholic clergyman should exercise his religion, and then be called upon to violate the tenets of that religion by betraying the confidence reposed in him.

*Burston, Saurin, Curran, O'Grady, and J. Lloyd*, contra.—The claim of exemption from giving evidence is scrutinized with a jealous eye; and the person relying upon it must establish his right by shewing a positive law or express authority. The cases aluded to establish nothing beyond the particular character stated in them; and there is no instance in the history of the law of such a claim as the present. It should therefore be suppressed as unprecedented, impolitic, and dangerous.

Sir Michael Smith, Bart., M. R., thought there was no difficulty in the case, though it had run into a great length of discussion, which he indulged, as being most likely to give satisfaction upon a question which seemed to involve something of a public feeling. But he was bound to overrule the demurrer. It was the undoubted legal constitutional right of every subject of the realm, who has a cause depending, to call upon a fellow-subject to testify what he may know of the matters in issue; and every man is bound to make the discovery,



unless specially exempted and protected by law. It was candidly admitted, that no special exemption could be shewn in the present instance, and analogous cases and principles alone were relied upon; and there was no doubt, that analogous cases and principles were sufficient for judicial determination. But the principle must be clear as light, and the analogy irresistibly strong. That clearness of principle and strength of analogy did not appear in this case; and demurrers of this nature being held strictly, (*Vaillant v. Dodermead*, 2 Atk. 524), he was bound to overrule it.

The next case to be noticed (*R. v. Gibney*, Jebb, C. C. 15) is like that of *R. v. Gilham*, (1 Moody, C. C. 186), as correctly exhibited in your article. It was an indictment against the prisoner for the murder of his infant child, tried before Johnson, J., at the summer assizes at Cavan, 1822; and the case rested upon separate confessions made by the prisoner to two constables after he had been brought, on his way to gaol, to the place where the dead body lay, under extraordinary circumstances. The question there was, whether the confession did not result from the circumstance of the prisoner's mind being excited to terror by the acts and speeches of the persons through whom and by whom he was conducted to gaol; and therefore whether it was such a voluntary confession as ought to be given in evidence against the prisoner. The learned judge received the confession, reserving the question as to its admissibility for the opinion of the judges; who held that it was properly received, on the ground that there had been no threat or intimidation, nor any fear of a temporal nature produced; but that any terror which might have been excited, was as to what might happen in the next world.

It is certain that the ground of excluding a confession made to the attorney, is not the privilege of the attorney, but the consideration that a full and free communication between the attorney and his client is essential to the proper conduct and termination of judicial investigations. "Without such a communication, no person can safely come into a court, either to obtain redress or to defend himself." (See the Observations of Lord Brougham, C., in *Bolton v. The Corporation of Liverpool*, 1 My. & K. 88, 94, 95, and in *Greenough v. Gaskell*, Id. 98, 103).

It is equally certain, that the impropriety of violating private confidence reposed in a party, is not recognised as a sufficient bar to the disclosure of facts confidentially communicated. In *R. v. The Duchess of Kingston*, (11 St. Tr. 246; 20 How. St. Tr. 586), Lord Barrington declined to answer a question put to him on the part of the prosecution, saying, "If anything has been confided to my honour, or confidentially told me, I hold, that, as a man of honour, as a man regardful of the laws of society, I cannot reveal it;" upon which Lord Camden addressed the following observations to the House:—"The laws of the land are, to receive another answer from those who are called to depose at your bar, than to be told, that in point of honour and of conscience, they do not think that they acquit themselves like persons of that description, when they declare what they know. There is no power or torture in this kingdom to wrest evidence from a man's breast who withholds it: every witness may undoubtedly venture on the punishment that will ensue on his refusing to give testimony. As to casuistical points, how far he should conceal or suppress that which the justice of his country calls upon him to reveal, that I must leave to the witness's own conscience." (See also the Observations of Lord Kenyon and Buller, J., on this point, in *Wilson v. Rastall*, 4 T. R. 753, 758, 759). The rule on both points is the same in the law of Scotland. "However much the law respects the confidence and secrecy of friendship, it looks to a higher obligation and paramount duty,—that of giving information and disclosing

the truth in a court of justice." (Burnett on the Criminal Law of Scotland, pp. 436—439. Edinb. 1811).

The Code Pénal of France, in its enactment against the disclosure of confidential and professional communications, excepts cases in which it takes place in due course of law. By Art. 378, "Les médecins, chirurgiens et autres officiers de santé, ainsi que les pharmaciens, les sages-femmes, et toutes autres personnes dépositaires, par état ou profession, des secrets qu'on leur confie, qui hors le cas où la loi les oblige à se porter dénonciateurs, auront révélé ces secrets, seront punis d'un emprisonnement" &c., "et d'une amende" &c. The inadmissibility therefore of a confession made to a clergyman in the discharge of his spiritual duties pro salute anime must be rested on the privilege of the clergyman. If such a privilege should, notwithstanding the first-cited case, be determined to exist, there seems good reason for limiting it to a confession after the commission of the crime; and therefore a disclosure, even in confession to a Roman Catholic priest, of an intended crime before the commission of it, would not, it is submitted, be privileged. In the case of *R. v. Haydn*, (Fox & Smith, 379), which was a trial at bar, on the 25th of January, 1825, for a libel on the Lord-Lieutenant of Ireland, Bushe, C. J., who delivered the judgment of the court, in adverting to the argument, that if the communication (which in that case was to an attorney) had been for the purpose of consulting how a crime of a treasonable and felonious nature might be committed with impunity, it could not be privileged, observed, that "If any man should confide to a professional adviser that he had a treasonable or felonious intention, and wished to know how he might execute it so as to escape punishment, it would be too much to say that such communication, which might make the man consulted guilty of misprision, was privileged." And in Burnett's Crim. Law, p. 437, we read, "An agent also might be compelled to swear to his client's having declared his purpose to commit the crime, or to his (the agent's) having undertaken a criminal employment by desire of his client, as in the case of forgery, by falsifying a deed, the copy of which was sent to him by his employer."

I will conclude this long communication by remarking that the military law, as regulated by statute, acknowledges the prerogative of the courts to require from its officers the discovery of matters, which, except in the character of witness, they are bound to keep secret. The oaths taken by members of courts martial and by the Judge Advocate, contain a clause not to "disclose or discover the vote or opinion of any particular member of the court martial, unless required to give evidence thereof as a witness by a court of justice or a court martial in a due course of law." G. J. P. S.

### London Gazettes.

TUESDAY, DECEMBER 6.  
BANKRUPTS.

THOMAS SPENCE, Maryland-point, Stratford, Essex, market gardener, Dec. 13 and Jan. 17 at 11, Court of Bankruptcy, London: Off. Ass. Pennell; Sol. Bodman, Queen-st.-chambers, Cheapside.—Fiat dated Dec. 1.

JAMES HILLIAR, Lymington, Southampton, innkeeper, Dec. 20 at half-past 11, and Jan. 16 at half-past 1, Court of Bankruptcy, London: Off. Ass. Graham; Sols. Forsters & Co., 28, John-st., Bedford-row.—Fiat dated Nov. 30.

CHARLES WILLIAM WALTHER, Poultry, chemist, Dec. 15 and Jan. 16 at 1, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Henderson, 28, Mansell-st., Goodman's-fields.—Fiat dated Dec. 2.

ISIDORE BLOOMENTHAL, Thornton-street, Dockhead, Surrey, wholesale stationer, Dec. 9 at 2, and Jan. 11 at 11, Court of Bankruptcy, London: Off. Ass. Lackington; Sol. Jones, Sise-lane.—Fiat dated Nov. 26.

**SAMUEL BOSS**, Frith-st., Soho, tailor, Dec. 14 at 2, and Jan. 23 at 12, Court of Bankruptcy, London: Off. Ass. Johnson; Sol. Stafford, Buckingham-street, Strand.—Fiat dated Dec. 5.

**SAMUEL BASTICK**, Brighton, Sussex, hatter, Dec. 13 at 2, and Jan. 17 at 11, Court of Bankruptcy, London: Off. Ass. Groom; Sols. Horwood & Griffin, 27, Austin-friars, City.—Fiat dated Dec. 2.

**EDWARD DAVIS**, Great Crosby, near Liverpool, blacksmith, Dec. 21 at 12, and Jan. 19 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Turner; Sol. Cross, Liverpool.—Fiat dated Nov. 30.

**THOMAS EVANS**, Denbigh, Denbighshire, scrivener, banker, and shipowner, Dec. 21 and Feb. 1 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Follett; Sol. Deane, Liverpool.—Fiat dated Nov. 30.

**JAMES MEREDITH**, Pershore, Worcestershire, woolstapler and maltster, Dec. 14 and Jan. 13 at 12, District Court of Bankruptcy, Birmingham: Off. Ass. Christie; Sols. Oldaker & Co., Pershore.—Fiat dated Nov. 30.

**GEORGE BADDELEY WORBOYS**, Bristol, perfumer and toymen, Dec. 12 at 12, and Jan. 17 at 11, District Court of Bankruptcy, Bristol: Off. Ass. Hutton; Sol. Hinton, Bristol.—Fiat dated Nov. 30.

**JAMES ARCHER**, Liverpool, wine merchant, bill broker, and scrivener, Dec. 16 and Jan. 27 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Cazenove; Sol. Bretherton, Liverpool.—Fiat dated Nov. 25.

**JACOB WICKS**, Trowbridge, and Hawkeridge, Westbury, Wiltshire, clothier, Dec. 23 and Jan. 20 at 1, Court of Bankruptcy, Bristol District: Off. Ass. Acraman; Sol. Brent, Trowbridge.—Fiat dated Nov. 26.

**HENRY TWISLETON ELLISTON**, Leamington Priors, Warwickshire, music and musical instrument seller, Dec. 21 at 12, and Jan. 11 at 2: Off. Ass. Valpy; Sols. W. & C. Russell, Leamington.—Fiat dated Dec. 3.

**JOHN BOLTON ROBINSON and WILLIAM ROBINSON**, Macclesfield, Cheshire, ironmongers, Dec. 17 at 12, and Jan. 19 at 1, Manchester District Court of Bankruptcy: Off. Ass. Fraser; Sols. Proctor, Macclesfield; Cole, 4, Adelphi-terrace, Strand.—Fiat dated Nov. 25.

**JOHN DAVIES**, Wellington, Shropshire, plumber, glazier, and painter, Dec. 14 and Jan. 17 at 1, Birmingham District Court of Bankruptcy: Off. Ass. Christie; Sol. Bradley, Wellington.—Fiat dated Nov. 30.

**WILLIAM HOARE**, Alstonefield, Staffordshire, apothecary, Dec. 14 and Jan. 13 at 11, Birmingham District Court of Bankruptcy: Off. Ass. Valpy; Sol. Smith, Derby.—Fiat dated Nov. 30.

**JOHN WHITEHALL**, Wellington, Shropshire, innkeeper and auctioneer, Dec. 14 and Jan. 17 at half-past 1, Birmingham District Court of Bankruptcy: Off. Ass. Valpy; Sol. Garbett, Wellington.—Fiat dated Nov. 30.

**GEORGE PORTWAY**, Birmingham, metal refiner and coal dealer, Dec. 15 at 12, and Jan. 12 at half-past 11, Birmingham District Court of Bankruptcy: Off. Ass. Bittleston; Sol. Reece, Birmingham.—Fiat dated Dec. 1.

**WILLIAM RYLAND**, Liverpool, tanner and druggist, Dec. 15 and Jan. 24 at 12, District Court of Bankruptcy, Liverpool: Off. Ass. Bird; Sols. Brabner & Atkinson, Liverpool.—Fiat dated Dec. 1.

#### MEETINGS.

*Caroline Booth and Emma Booth*, Chesterton, Cambridge, Dec. 27 at 11, Court of Bankruptcy, London, sp. aff.—*Geo. Joy*, John-street, Pentonville, Dec. 24 at 12, Court of Bankruptcy, London, sp. aff.—*Rubens Martin*, Camberwell-place, Grange-road, Camberwell, traveller, Dec. 24 at 11, Court of Bankruptcy, London, sp. aff.—*Charles Mareham*, Uxbridge, confectioner, Dec. 27 at 12, Court of Bankruptcy, London, sp. aff.—*Wm. Lebert*, Carburton-street, St. Mary-le-bone, teacher of music, Dec. 29 at 11, Court of Bankruptcy, sp. aff.—*Thos. Blomfield*, Blossom-terrace, Blossom-st., Shoreditch, painter, Dec. 16 at 12, Court of Bankruptcy, London, sp. aff.—*John Miller*, Watford, Hertfordshire, victualler, Dec. 23 at 12, Court of Bankruptcy, London, sp. aff.—*Jas. F. Keeling*, Gloucester-row, Newington, clerk to a surveyor, Dec. 20 at half-past 1, Court of Bankruptcy, London, sp. aff.—*John Bayly*, Thomas-st., Woolwich, Kent, grocer, Dec. 20 at 12, Court of Bankruptcy, London, sp. aff.—*J. Checkley*, Green-walk, Holland-street, Blackfriars-road, shopman to a brace maker, Dec. 24 at 2, Court of Bankruptcy, London, sp. aff.—

*Nick. W. D. Necrasoff*, Red Lion-st., Holborn, assistant to a furrier, Dec. 20 at 1, Court of Bankruptcy, London, sp. aff.—*Louis Forek*, New-cross, Deptford, Kent, baker, Dec. 13 at 12, Court of Bankruptcy, London, sp. aff.—*Philip Cowle*, Litherland, Walton, Lancashire, joiner, Jan. 7 at 11, District Court of Bankruptcy, Liverpool, sp. aff.—*John Hawwell*, South Shields, Durham, clerk to glass manufacturers, Jan. 8 at 12, District Court of Bankruptcy, Newcastle-upon-Tyne, sp. aff.—*Jas. Wilson*, Manchester, and Worksop, Nottingham, commission agent, Dec. 28 at 1, District Court of Bankruptcy, Manchester, last ex.—*Alex. Jacob*, Manchester, merchant, Dec. 21 at 11, District Court of Bankruptcy, Manchester, last ex.—*Sam. Symonds*, sen., and *Sam. Symonds*, jun., Basinghall-street, woollen factor, Dec. 28 at 11, Court of Bankruptcy, London, aud. ac.—*Geo. William Longridge*, Sunderland, Durham, ironmonger, Dec. 29 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne, aud. ac.—*John S. Aird*, East Herrington, Durham, cattle salesman, Dec. 28 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, aud. ac.—*Geo. Theobald*, Old-st., St. Luke's, haberdasher, Dec. 23 at 11, Court of Bankruptcy, London, sp. aff.

#### CERTIFICATES

*To be allowed, unless Cause shown to the contrary.*

*Angus Duncan and Charles Duncan*, Tokenhouse-yard, merchants, Dec. 27 at half-past 2, Court of Bankruptcy, London.—*Wm. Burrell*, Chingford, Essex, farmer, Dec. 28 at 2, Court of Bankruptcy, London.—*James Metcalfe and Thomas Metcalfe*, Cambridge, upholsterers, Dec. 29 at 11, Court of Bankruptcy, London.—*James Bradshaw and Geo. Williams*, Marylebone-st., Piccadilly, woollen drapers, Dec. 29 at 2, Court of Bankruptcy, London.—*Daniel Hodgson*, Sandwich, Kent, banker, Dec. 31 at 12, Court of Bankruptcy, London.—*Benjamin Moses*, Hanway-st., Oxford-st., jeweller, Dec. 29 at half-past 2, Court of Bankruptcy, London.—*Thos. Farria*, East-st., Manchester-sq., baker, Dec. 29 at 3, Court of Bankruptcy, London.—*Thomas Morris*, New-bridge, Glamorgan-shire, grocer, Dec. 29 at 11, District Court of Bankruptcy, Bristol.—*J. K. Myers*, Sunderland, Durham, victualler, Dec. 29 at 2, District Court of Bankruptcy, Newcastle-upon-Tyne.—*Samuel Cartwright*, Great Bolton, Lancashire, ironmonger, Dec. 30 at 1, District Court of Bankruptcy, Manchester.—*R. H. Hoskins*, Liverpool, victualler, Dec. 29 at 12, District Court of Bankruptcy, Manchester.—*Joseph Heaword*, Manchester, cotton spinner, Dec. 29 at 12, District Court of Bankruptcy, Manchester.—*James Hill*, Wisbech St. Peter's, Isle of Ely, Cambridgeshire, and *Thos. Hill*, Peterborough, Northamptonshire, merchants, Jan. 3 at 12, District Court of Bankruptcy, Birmingham.—*Wm. Ellam*, jun., Birmingham, patent cock founder, Jan. 2 at 1, District Court of Bankruptcy, Birmingham.—*Herbert Hardie*, Manchester, merchant, Dec. 28 at 12, District Court of Bankruptcy, Manchester.—*E. T. Gough*, Strand, patent agent, Dec. 27 at 11, Court of Bankruptcy, London.

#### FIAT ANNULLED.

*Timothy Fisher*, Randolph-street, Camden-town, Middlesex, victualler.

#### SCOTCH SEQUESTRATIONS.

*Gideon Scott & Sons*, Hawick, millwrights.—*Edward Hill*, deceased, Annan, writer.—*George Malcolm*, Glasgow, wine-merchant.—*Magnus Johnston*, Swannay, Birsay, Orkney, tenant in boardhouse.—*David Fogo*, Esq., Row, Perth, deceased.—*Wm. Carwell*, jun., and *Thos. Younger*, Glasgow, wrights.

#### INSOLVENT DEBTORS.

*Saturday, Dec. 3, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Samuel Lyle*, Sloane-street, Chelsea, smelter of ores, N. 53,585 T.; James Husband, assignee.—*John Berry*, Stroud, Gloucester, corn-factor, No. 60,498 C.; Samuel Herbert, assignee.—*John Daft*, Swann's-yard, Long-row, Nottingham, attorney at law, No. 60,828 C.; Gustavus Thomas Taylor, assignee.—*John Millington*, Nottingham, joiner, No. 61,338 C.; Nathaniel Barnsdall, assignee.—*George Hawker*, jun., Wall-bridge, near Stroud, Gloucester, out of business, No. 60,500 C.; Ed. Bloxsome, assignee.—*John Powell*, Kingedowne-parade, Bristol, engraver, No. 61,316 C.; Roger Gerrish, assignee.—*Thos. Grose*, Sun-row, Tibberton-square, Islington,

surveyor, No. 53,232 T.; James Staley and Wm. Anderson, assignees.—*Richard Howell*, Wolverhampton, Staffordshire, hoop-maker, No. 60,756 C.; John Cooper, assignee.—*James Cairns Penn*, Groves, Kingston-upon-Hull, shipwright, No. 61,007 C.; Charles Hammond and John Pearson, assignees.—*Wm. Maycock*, Nottingham, provision dealer, No. 61,340 C.; Jas. Bywater and John Hodgkinson, assignees.—*Richard Heague*, Gloucester, innkeeper, No. 60,805 C.; William Hall, assignee.—*Anna Long*, Bristol, out of business, No. 61,022 C.; Thomas Martin Fox, assignee.—*John Biffen*, Plumtree-street, Bloomsbury, tailor, No. 53,906 T.; Stephen Gower, assignee.—*Wm. Hallam*, Sandiacre, Derbyshire, retail beer seller, No. 61,341 C.; Jos. Smith and John Dodsley, assignees.—*John Wilkes*, West Bromwich, Staffordshire, miner, No. 60,576 C.; Edward Wakeman, assignee.—*Thomas Walker*, Riddings, near Alfreton, Derbyshire, labourer, No. 61,343 C.; Samuel Argill, assignee.—*John Lawes*, Bath, Somersetshire, baker, No. 61,396 C.; William Watson, assignee.—*William Strange*, Abingdon, Berkshire, wine-merchant, No. 60,873 C.; Edward Toppin, assignee.—*Ed. Smith*, Old Radford, Nottingham, miller, No. 60,857 C.; Joseph Walter Healy, assignee.—*Gabriel Nelson Doran*, Bristol, butcher, No. 60,743 C.; James Paddon, assignee.—*John Denner*, jun., Bishop's Stortford, Hertfordshire, tanner, No. 53,928 C.; J. Balster, assignee.

*The following Prisoner is ordered to be brought up before her Majesty's Justices of the Peace:—*

*Guildhall, BERWICK-UPON-TWEED, Jan. 9 at 10.*

*Elizabeth Dods, Berwick-upon-Tweed, widow.*

#### INSOLVENT DEBTORS' DIVIDEND.

*Benjamin Chambers and James Fogo*, Manchester, coach-builders, Dec. 15, Rowley & Taylor's, Manchester: 3s. 1½d. in the pound.

#### MEETINGS.

*John Davies*, Clunton, Clunbury, Shropshire, shoemaker, Dec. 23 at 6, Downes's, Bishop's Castle, sp. aff.—*Joseph Beard*, Ipswich, plumber, Dec. 23 at 6, Grimsey's, Ipswich, sp. aff.—*John Bromkshir*, Ramsgate, Kent, and Brixham, Devonshire, smack-owner, Dec. 21 at 11, Wightwick's, Ramsgate, sp. aff.—*Jacob Gee*, Market-place, Heywood, near Bury, Lancashire, publican, Dec. 26 at 11, Commercial Inn, within Rochdale, sp. aff.

#### FRIDAY, DECEMBER 9.

##### BANKRUPTS.

**EDMUND PETER POWELL**, Southampton, tailor, Dec. 16 at 11, and Jan. 20 at 12, Court of Bankruptcy: Off. Ass. Belcher; Sols. Deacon & Long, Southampton; Walker, Southampton-street, Bloomsbury.—Fiat dated Dec. 6.

**JOHN BURSLEM**, King's Lynn, Norfolk, stationer, Dec. 19 at half-past 12, and Jan. 13 at 12, Court of Bankruptcy, London: Off. Ass. Green; Sol. Bankart, 34, Clement's-lane, Lombard-street.—Fiat dated Nov. 30.

**EDMUND OAKLEY and JOHN WISE**, Poole, corn dealers and corn factors, Dec. 21 at half-past 12, and Jan. 13 at 11, Court of Bankruptcy, London: Off. Ass. Green; Sols. Moore, Wimborne, Dorsetshire; Bishop, 20, Southampton-buildings, Chancery-lane.—Fiat dated Dec. 5.

**JOHN DAVIES and HENRY EDWARDS**, Westminster-road, Lambeth, Surrey, linen-draper, Dec. 22 at 11, and Jan. 25 at 1, Court of Bankruptcy, London: Off. Ass. Lackington; Sol. Ashurst, 137, Cheapside.—Fiat dated Dec. 7.

**PETER BLATCHFORD**, Plymouth, Devonshire, miller, Dec. 20 and Jan. 19 at 12, Court of Bankruptcy, Exeter: Off. Ass. Hirtzell; Sols. Stogdon, Exeter; Kelly, Plymouth; Harris, Lincoln's-inn.—Fiat dated Dec. 1.

**THOMAS HARTLEY**, Liverpool, hatter, Dec. 19 at 1, and Jan. 10 at 1, District Court of Bankruptcy, Liverpool: Off. Ass. Bird; Sol. Grocott, Liverpool.—Fiat dated Dec. 3.

**ISRAEL WADE**, Manchester, grocer, Dec. 15 and Jan. 16 at 1, Manchester District Court of Bankruptcy: Off. Ass. Pott; Sol. Dearden, Manchester.—Fiat dated Dec. 2.

**ROBERT CHESHIRE JANION**, Liverpool, merchant and commission-agent, Dec. 16 at 1, and Jan. 11 at 12, District Court of Bankruptcy, Liverpool: Off. Ass. Follett; Sol. Johnson, St. Helen's, Lancashire.—Fiat dated Dec. 6.

**RICHARD RABY URRY**, East Retford, Nottingham, coach-maker, Dec. 19 at 12, and Jan. 9 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sol. Vollans, East Retford, Nottinghamshire.—Fiat dated Nov. 28.

**WILLIAM BELL**, Bridlington, Yorkshire, merchant, Dec. 23 and Jan. 17 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Mather, Newcastle-upon-Tyne; Wetwan, Bridlington; J. & R. Towse, 24, Lawrence Pountney-lane.—Fiat dated Nov. 28.

**JOSHUA BEAUMONT**, Gainsborough, Lincolnshire, victualler, Dec. 19 and Jan. 9 at 11, Leeds District Court of Bankruptcy: Off. Ass. Hope; Sol. Plaskett, Gainsborough.—Fiat dated Nov. 28.

#### MEETINGS.

*Wm. Nash*, Oldbury, Shropshire, grocer, Jan. 2 at 12, Waterloo-rooms, Birmingham, last ex.—*Wm. Hill and Wm. Kemble Wackerbath*, Leadenhall-street, insurance agents, Jan. 2 at 11, Court of Bankruptcy, London, aud. ac.—*Lewis Allen*, Great Coggeshall, Essex, tanner, Jan. 2 at half-past 1, Court of Bankruptcy, London, aud. ac.—*Robert Duffell*, Bow-common, Middlesex, tar distiller, Jan. 2 at 12, Court of Bankruptcy, London, aud. ac.—*Marwell Hyslop*, Tokenhouse-yard, London, and Kingston, Jamaica, merchant, Jan. 2 at 2, Court of Bankruptcy, London, aud. ac.—*Thos. Coleman*, St. Albans, Hertfordshire, victualler, Jan. 2 at half-past 12, Court of Bankruptcy, London, aud. ac.—*Thos. Hooper*, Hay, Breconshire, chemist, Jan. 19 at 11, Court of Bankruptcy, Bristol District, aud. ac.—*Thos. Allen*, Macclesfield, Cheshire, silkman, Jan. 12 at 1, District Court of Bankruptcy, Manchester, aud. ac.—*Wm. Meerns*, Liverpool, shawl dealer, Jan. 4 at 11, District Court of Bankruptcy, Liverpool, aud. ac.—*Chas. L. Wrenshall*, Liverpool, dealer in music, Dec. 31 at 1, District Court of Bankruptcy, Liverpool, aud. ac.—*W. Smith*, Leeds, Yorkshire, dealer and chapman, Dec. 30 at 11, Court of Bankruptcy, Leeds District, aud. ac.—*Wm. Smith Batson*, *John Wilson*, and *John Langhorn*, Berwick-upon-Tweed, bankers, Dec. 30 at 2, District Court of Bankruptcy, Newcastle-upon-Tyne, aud. ac. joint and sep. est.; Dec. 31 at 11, div. joint and sep. est.—*Charles Ferris*, Saint Nicholas, Bristol, victualler, Jan. 20 at 11, Court of Bankruptcy, Bristol District, aud. ac.—*Thos. Morris and Richard Nicholson*, Barton-upon-Humber, Lincolnshire, bankers, Jan. 2 at 1, Court of Bankruptcy, London, div. sep. est. *Thos. Morris—John Jas. Grant*, Gloucester-st., Queen-square, Bloomsbury, bottle stout and ale merchant, Jan. 2 at half-past 11, Court of Bankruptcy, London, div.—*Jas. Lockwood and George Lockwood*, Wakefield, Yorkshire, and St. John's, New Brunswick, North America, linen drapers, Jan. 11 at 12, District Court of Bankruptcy, Leeds, div.

#### CERTIFICATES

*To be allowed, unless Cause shewn to the contrary.*

*Walter Richardson*, King-st., St. Paul, Covent-garden, wine merchant, Dec. 30, Court of Bankruptcy, London.—*J. Dennis*, sen., and *J. Dennis*, jun., Tooley-st., Surrey, linen drapers, Dec. 30, Court of Bankruptcy, London.—*W. Walford*, Great Winchester-st., London, merchant, Dec. 30, Court of Bankruptcy, London.—*Wm. C. Golland*, Cambridge, linen draper, Dec. 30, Court of Bankruptcy, London.—*Mary Olley*, St. James-st., Middlesex, milliner, Dec. 30, Court of Bankruptcy, London.—*Robt. Jacques*, Leeds, flax spinners, Jan. 2 at 11, District Court of Bankruptcy, Leeds.—*Thos. Menzell*, Leeds, cloth merchant, Jan. 4 at 1, District Court of Bankruptcy, Leeds.—*G. A. Cator*, Leeds, wool merchant, Jan. 3 at 12, District Court of Bankruptcy, Leeds.—*T. T. Johnson*, Wood-st., Cheapside, ribbon manufacturers, Jan. 3 at 1, Court of Bankruptcy, London.—*Robt. Duffell*, Bow-common, Middlesex, tar distiller, Jan. 3 at half-past 12, Court of Bankruptcy, London.—*Wm. Ridge and Chas. Ridge*, Chichester, Sussex, bankers, Dec. 30 at 2, Court of Bankruptcy, London.—*E. J. Troughton*, St. Michael's-alley, Cornhill, merchant, Dec. 30 at 12, Court of Bankruptcy, London.—*J. Barnham*, West Ham, Essex, oxalic acid manufacturer, Dec. 31 at 1, Court of Bankruptcy, London.—*R. H. Goddard*, Wood-st., London, fringe maker, Jan. 4 at 2, Court of Bankruptcy, London.—*Benj. Hargreaves*, Manchester, tailor, Jan. 2 at 1, District Court of Bankruptcy, Manchester.—*Wm. S. Batson*, *J. Wilson*, and *J. Langhorn*, Berwick-upon-Tweed, bankers, Dec. 31 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne.—*Benjamin Peice*, New Windsor, Berkshire, victualler, Jan. 4 at half-past 1, Court of Bankruptcy, London.—*Wm.*

Dunn, Southampton, merchant, Jan. 6 at half-past 11, Court of Bankruptcy, London.—*B. Ward*, Charlotte-terrace, Newcat, Lambeth, shoe manufacturer, Jan. 6 at half-past 1, Court of Bankruptcy, London.—*Joshua Allen*, Much Wymondley, Hertfordshire, dealer in cattle, Jan. 6 at half-past 10, Court of Bankruptcy, London.—*Robert Collinson*, Oxford-st., upholsterer, Jan. 6 at 2, Court of Bankruptcy, London.—*R. B. Thompson*, Wood-st., Cheapside, warehouseman, Jan. 6 at half-past 2, Court of Bankruptcy, London.—*John Dudley*, London-terrace, Hackney-road, chemist, Dec. 30 at half-past 1, Court of Bankruptcy, London.—*John Protheroe*, jun., Bristol, commission agent, Jan. 12 at 11, District Court of Bankruptcy, Bristol.—*A. G. Gifford*, Mark-lane, wine merchant, Dec. 30 at half-past 1, Court of Bankruptcy, London.—*Thomas Stephenson*, Manchester, coach maker, Dec. 30 at 1, District Court of Bankruptcy, Manchester.—*Joshua Russell*, Manchester, merchant, Jan. 3 at 2, District Court of Bankruptcy, Manchester.—*James Wilson*, Manchester, and Work-sop, Nottinghamshire, commission agent, Jan. 3 at 1, District Court of Bankruptcy, Manchester.—*John Alexander* and *Henry Gibbons*, Wolverhampton, Staffordshire, chemists, Jan. 2 at 11, District Court of Bankruptcy, Birmingham.—*F. W. Fiddian*, Birmingham, architect, Jan. 3 at 3, District Court of Bankruptcy, Birmingham.—*Thos. Hampson*, Liverpool, broker, Dec. 31 at 12, District Court of Bankruptcy, Liverpool.—*Thomas Allen*, Macclesfield, silkman, Jan. 2 at 1, District Court of Bankruptcy, Manchester.—*Charles Biggs*, Manchester, commission agent, Jan. 2 at 12, District Court of Bankruptcy, Manchester.

## FIAT ANNULLED.

*Stephen Thomas*, York, victualler.

## PARTNERSHIPS DISSOLVED.

*J. S. Watson* and *Saml. Wix*, Winchester-buildings, Great Winchester-st., London, attorneys and solicitors.—*J. H. Sellers* and *John Blomley*, Rochdale, and Todmorden, Lancashire, attorneys and solicitors.—*Chas. Hinnell* and *Robert Willan*, Bury St. Edmunds, Suffolk, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*J. H. Wilson*, Dundee, fisher.—*Matthew Tod*, Hoprig-mains, Gladmuir, brickmaker.—*A. J. Kilgour*, Overgate, Dundee, glass dealer.—*George Macfarlane*, Glasgow, merchant.—*Lauder & Co.*, Jedburgh, brewers.—*James Scott*, Leamnahagow, grocer.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Dec. 30 at 9.

*Rob. H. Moesman*, Princes-st., Stamford-st., Blackfriars-road, schoolmaster.—*Sam. R. Gilbert*, Maidenhead, Berkshire, attorney at law.—*Edw. Slater*, York-buildings, New-road, schoolmaster.—*Thomas McElmeen*, St. John's-street, Clerkenwell, tailor.—*Jos. Newton*, Tenter-ground, White-s-row, Spitalfields, lead cutter.—*Wm. Adron*, Quickset-row, New-road, St. Pancras, statuary mason.—*Richard Knowles*, Bradford, Yorkshire, and Basinghall-street, London, worsted spinner.—*Margaret Wilson*, widow, Park-street, Gloucester-gate, Regent's-park, out of business.—*Wm. Hall*, Hatfield-place, Westminster-road, Surrey, out of business.—*Henriette D'Ambre*, New Bond-st., in no business.—*Wm. Buck*, jun., Coudson, Croydon, Surrey, bricklayer.—*Wm. H. Robinson*, Lower Sloane-st., Chelsea, surgeon.—*William Gidden*, sen., Little Park-place, Lock's-fields, Walworth, carrier.—*Wm. F. West*, Back Church-lane, Commercial-road, Whitechapel, brass founder.—*Sam. Jas. Sherman*, Bethnal-green, clothier.

Dec. 31, at the same hour and place.

*Richard Maples*, Evans's-court, Kennington-lane, Surrey, commission agent.—*Thos. Rose*, Falsgrave-pl., Strand, out of business.—*Edw. Allford*, Westminster-bridge-road, Lambeth, and Stafford-row, Pimlico, upholsterer.—*Geo. John Dickens*, Kingston-upon-Thames, Surrey, grocer.—*Benjamin Peverley*, Upper-st., Islington, clerk to a solicitor.—*Jas. H. Cunnew*, Lower Deptford-road, Rotherhithe, victualler.—*Thos. Davis*, Three Cups-yard, Bedford-row, dairymaid.—*Hen. J. Sendell*, College-st. West, Camden-town, funeral-feather maker.—*John Mills*, Gloster-st., Queen-sq., butcher.—*Jas. Hemming*, Great Northampton-st., Compton-street, Clerkenwell, tailor.—*John Prescott*, Cold Harbour-st., Hackney-road, out of business.—*Thos. Davies*, St. George's-road, Southwark, tailor.—*Benj. Newnham*, Grosvenor-st. West, Eaton-sq., Pimlico, tailor.—

*Chas. Blizard*, Earle-st. West, Edgeware-road, out of business.—*Geo. Jos. Rolles*, Ship-lane, Walcot-place, Lambeth, Surrey, clerk to a tobacco broker.

Jan. 2, at the same hour and place.

*Geo. Saunders*, Church-row, West Hackney, builder.—*Jas. Sim*, Johnston's-place, Mile-end-road, stone mason.—*Wm. Hen. Birch*, Uxbridge, tailor.—*Geo. Wright*, Uxbridge, shoe maker.—*John Scott*, jun., North-pl., Lambeth, out of business.—*James Phipps*, Lower Queen-st., Rotherhithe, market gardener.—*Hen. Savory*, George-st., Portman-square, out of business.—*Samuel Buttenshaw*, Lower-terrace, Lower-road, Islington, general agent.—*Thos. Watson*, Union-pl., Stepney-green, Great Tower-st., and George-yard, Lombard-st., commission agent.—*Edw. Collins*, Leadenhall-st., tea dealer.—*T. Belts*, Chester-st., Kennington, cabinet maker.—*Anne Richardson*, Cloak-lane, out of business.—*Thos. Davies*, Princes-street, Rotherhithe, Surrey, Trinity Channel pilot.—*Ralph Deighton*, Grange-row, Kennington-road, stay maker.—*Sam. Barley*, Stamford-hill, bricklayer.

## INSOLVENT DEBTOR'S DIVIDEND.

*Wm. Upton*, Exmouth-street, Commercial-road East, coal meter, Dec. 7, Syer's, Sydney-pl., Commercial-road: 3s. 6d. in the pound (in addition to 6s. 4d. by former dividends).

## MEETINGS.

*Rob. Thorpe*, Tolworth, near Kingston-upon-Thames, Surrey, gardener, Dec. 31 at 10, Walter & Demainbray's, Kingston-upon-Thames, sp. aff.—*Nich. Chas. Gelsforth*, Shirley, near Ashborne, Derbyshire, miller, Dec. 31 at 11, Tomlinson's, Ashborne, sp. aff.—*Henry Tomlinson*, Birmingham, printer, Dec. 29 at 12, White & Eyre's, Bedford-row, Middlesex, sp. aff.

MEMBER RETURNED TO SERVE IN PARLIAMENT.—The Hon. James Stuart Wortley, for the county of Bute, in the room of the Right Hon. Sir William Rae, Bart. deceased.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*John Scratton*, of Tenterden, Kent; *Charles Theodore Bewes*, of Plymouth; *Charles Bridges*, of Birmingham.

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21	1	0	8	1	1	9	2	1	5	42	1	9	9	1	11	9	3	7	0
22	1	0	9	1	1	10	2	4	4	43	1	10	0	1	12	6	3	9	0
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26	1	1	2	2	6	2	6	2	4	47	1	13	5	1	17	8	3	18	0
27	1	1	3	2	9	2	7	2	4	48	1	14	4	1	19	6	4	1	0
28	1	1	4	3	2	2	8	2	4	49	1	15	4	2	1	5	4	4	0
29	1	1	5	3	7	2	9	3	5	50	1	16	11	2	3	10	4	7	3
30	1	2	1	4	1	2	10	4	5	51	1	19	2	6	6	4	10	6	6
31	1	3	0	4	6	2	11	6	5	52	1	7	2	9	8	4	14	0	6
32	1	3	1	5	3	2	12	8	5	53	2	4	8	2	13	0	4	17	6
33	1	4	3	6	0	2	13	11	5	54	2	6	8	2	16	6	5	1	3
34	1	5	0	6	7	2	15	2	5	55	2	8	3	0	4	5	5	0	0
35	1	5	2	7	2	2	16	6	5	56	2	12	4	3	4	5	9	0	0
36	1	5	10	8	0	2	17	10	5	57	2	16	9	3	8	6	5	13	0
37	1	6	5	8	6	2	19	3	5	58	3	0	9	3	12	8	5	17	6
38	1	7	8	9	13	0	8	5	5	59	3	10	3	17	2	6	2	0	0
39	1	8	5	9	10	3	2	2	6	60	3	10	6	4	2	3	6	7	2
40	1	8	9	10	4	3	8												

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# The Jurist

No. 310.

LONDON, DECEMBER 17, 1842.

PRICE 1s.

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LONDON, DECEMBER 17, 1842.

A FEW weeks since was published a pamphlet, intitled "Facts and Arguments in Favour of a more Frequent Delivery of Gaols, by Lord Western." Its appearance at that time seems to have been caused by a report which then prevailed, that a commission was about to be issued to deliver the gaols in the course of the present month. No such commission has however been issued; and if such an intention was ever entertained by the Government, it must have been, for the present at least, abandoned. We quite agree with the noble lord in thinking, that "a strong feeling in the public mind of the necessity of a more frequent delivery of our gaols, generally and regularly, is becoming very prevalent." The facts stated by him so strikingly illustrate this necessity, that we think we cannot in the present Number employ our pages better than, as far as is in our power, calling to them the attention of the public.

In 1819, Lord Western, then a member of the House of Commons, moved an address to the Prince Regent on this subject, and from the facts which he then collected from the returns made to the House, he has selected the following, which, after allowing for the difference that exists between the several counties of England, in the average amount of crime committed within each, may be taken as fairly representing the state of all. "At the Maidstone Spring Assizes, (we presume in 1819), there were 177 prisoners for trial, of these twenty-nine were in prison before the 1st of October, eighty-three before the 1st of January. Now, it is evident, that the shortest period of those confined before October was six months; and it is notorious, that six months is considered sufficient punishment for half the felonies that are committed. But the case is stronger yet, when we consider the case of those who were afterwards acquitted—seven of the twenty-nine above mentioned were acquitted;

nine of the seventeen were discharged by proclamation, or from not having bills found against them, or not prosecuted. On the other hand, it appeared, that twenty-five convicted felons were sentenced to imprisonment, the longest period of whose confinement was six months, being the shortest period of confinement of those who were imprisoned before the 1st of October. It might be said, that some of the convicted felons were imprisoned some months before trial. It was common for the Court to address the prisoner, and tell him, that in consequence of the time he had lain in prison, his sentence would be for a short period, say for instance, one month only:—two men brought to the bar who had each been in prison six (five) months, the one convicted is told, that in consequence of five months' previous imprisonment, his sentence would only be for one month more; the other is acquitted, perhaps no bill found against him, and has endured five-sixths of the punishment of those who were found guilty. There were three at Maidstone, who, after being about seven months in prison, were discharged by proclamation, whilst various convicted felons suffered only six-sevenths of the punishment, including the imprisonment before trial, which was inflicted upon these three persons against whom no bill was found."

"By the returns of the Spring Assizes at Chelmsford; the cases were not less striking than those at Maidstone; the total number tried was 166; of these, twenty-five were in prison before the 1st of October, of whom eleven were acquitted, and of these eleven, six were discharged by proclamation, two were in prison eight months, three, seven months and fifteen days; whilst, on the other hand, sixteen convicted of felony were considered to be sufficiently punished by imprisonment under six months. Upon the whole, it appeared by the papers on the table, that 405 of those persons who were tried at the Spring Assizes had been in gaol before the 1st of October, whilst from the annual return it



would be seen, that 800 persons convicted of felony suffered under their sentence a lighter punishment than the 405 experienced before trial."

These facts speak so strongly for themselves, as scarcely to require any comment. Since the period they refer to, the extensive alterations in the criminal law had, until recently, made many offences triable at the quarter sessions, which were then obliged to be sent to the Assizes, for although the Justices in sessions had, in point of law, jurisdiction over almost all offences inferior to treason, it was not the practice for them to try any indictments for capital felonies: and thus, when the offence ceased to be punishable capitally, the Justices assumed to themselves the trial of it. Now, however, as by the act of last session they are prohibited from trying any offence, which, when committed by a person not previously convicted of felony, is punishable by transportation for life, matters have been restored to nearly the same state as they were in 1819; or perhaps we might say, that, as several crimes not within this class are taken out of their jurisdiction, the number of prisoners who must be tried at the Assizes will now be greater than ever.

The more forcibly to illustrate the hardship which this delay of trial inflicts upon persons whom the law always presumes to be innocent, and who the above returns shew not unfrequently are so, we will take the case of a crime, which, although its punishment may be transportation for life, is in many instances visited with only a short term of imprisonment. A man causes the death of another under circumstances which amount in law to the crime of manslaughter. They may even be such as to leave no doubt in the mind of any person that his punishment will be of the lightest nature. But unfortunately for him, the Summer Assizes are just over, the Judge has just left the town, he is taken before a magistrate, witnesses are examined, who clearly prove the committing of the act—and what follows? If he be a rich man, the magistrate may admit him to bail, and his liberty at least he retains, but with a long period of anxious uncertainty before him. But if he be cursed with poverty, and with no friends but such as share it with him, he has no alternative but to go to prison, there to remain for eight long months, herding with felons of every description, and learning within the precincts of a gaol vices which to him were before unknown. Contrast this with another case. Just before the same Assizes, a man commits a felony, for which he is immediately tried, convicted, and sentenced to a few months' imprisonment. With respect to these two men the law has said, that the latter ought to be more severely punished; but practically it has inflicted the greater punishment upon the former. True it is, that the Judge in passing sentence may and generally does take into his consideration the imprisonment which the person has already undergone; a fact which greatly supports our argument.

Imprisonment before trial is of a different nature from that which follows it; and, properly, ought not to be at all regarded in the light of punishment. And where, after a long imprisonment, a man is acquitted, or no bill is found against him, not even this atonement can be made.

Extreme then, as it may be said, is the case we have

put, others of greater injustice may be supposed. And all of them are proved by the returns to be of not unfrequent occurrence. By approximating the times of committing the crime, the injustice is not removed, only the degree of it is lessened. We know, indeed, that it cannot be entirely removed—for that we do not contend—what we wish is, that all that the law can do should be done; and, at least, that the months of April, May, and June, should not be made the best times in the year for committing serious crimes.

There are many we believe who, admitting the force of the foregoing argument, and without denying the necessity of a change in the present system, are averse to it, because they think the duties of the Judges are already so great as not to admit of being in any way increased. This assumes that the additional gaol delivery must be made by the Judges; and perhaps, as it would include the highest offences in the law, it would not be well to put in their place persons of an inferior rank. But we incline to think, that, at this period of the year, the business in London does not require the presence of more than two, or at the most three, of the Judges of each Court, and the remainder might hold a general gaol delivery throughout the country, with the assistance of Queen's Counsel and Serjeants, some of whom, no doubt, might be found with whose professional avocations the performance of such duties would not materially interfere. Or if the Judges cannot be spared, we would content ourselves with the latter personages, it being better, we think, that it should be done by them than left undone. But, in truth, the difficulty of carrying the plan into effect, ought not to prevail against its undoubted justice. In the administration of the other parts of the law, but little hesitation is displayed about the alteration of old or the establishment of new tribunals. There, a speedy decision is thought desirable, but not so, it would seem, in the Criminal Law, as if the anxiety of mind respecting the result of an action were greater than what is felt for the issue of a trial where life or liberty is at stake. We hope the Legislature will take the subject into consideration during the ensuing session; and the noble Lord, whose name we have mentioned, has our hearty thanks for his benevolent exertions.

### Rebibo.

*A Practical Treatise on Nullities and Irregularities in Law, their Character, Distinction, and Consequences. By W. H. MACNAMARA, Esq., of Lincoln's Inn, Special Pleader. [S. Sweet, and Stevens & Norton, 1842.]*

We cordially recommend this little book to the attention of our readers. There are few of them, we dare say, who do not sometimes find themselves anxiously inquiring what is an irregularity, whether it can be amended, or whether it has been waived. To these questions it affords them the means of obtaining a ready, if not always (when they are the irregular parties) a satisfactory answer. We have more than once expressed our opinion against the unnecessary multiplication of text-books, which is now so prevalent; but in the present instance we agree with the author, that the branch of practice he has chosen to treat of, besides being in constant request, presents materials

numerous and so important, as to be deserving of a separate treatise. In the first part of the book are deduced from the decided cases some general rules respecting nullities and irregularities, which the student will find particularly to deserve his attention. We quote the following as an instance:—

"An irregularity may be waived: a nullity never can be waived; that is, the objection to the former, but not to the latter, may be waived. In *Holmes v. Russell*, it was said by Coleridge, J.—'It is difficult sometimes to distinguish between an irregularity and a nullity; but I think the safest rule to determine what is an irregularity and what is a nullity, is to see whether the party can waive the objection. If he can waive it, it amounts to an irregularity; if he cannot, it is a nullity.' In that case it was sworn, that defendant, who was the accommodation acceptor of a bill of exchange, had never been served with process; and it appeared that plaintiff, on a wrongful affidavit of service, had entered an appearance for defendant, and signed judgment for want of a plea. It was held—'en that the proceedings were not void, for, 'Suppose the defendant,' continues the learned judge, 'had full notice that an appearance had been entered for him, and he had taken the declaration out of the office and pleaded, it could not be objected by him, that there was defective service. The objection might therefore be waived, and consequently it is a mere irregularity. Mesne process is only to bring a party before the court, and if by his own act he shews that he is before the court, such as by recognising the appearance entered for him, the omission of its service is remedied; but as judgment signed without any appearance is a nullity, it cannot be waived, whether by accepting and keeping the declaration (as in *Roberts v. Spurr*, 3 Dowl. P. C. 551) or otherwise. So, in *Garratt v. Hooper*, where a plea in abatement was a nullity, and plaintiff, after the plea had been delivered, amended his declaration and paid the costs of a judgment of nonpros signed against him, it was held no waiver; and by Taunton, J., 'There is a difference between an irregularity and a nullity; an irregularity may be waived, but a nullity cannot. Here there is one guide to the discovery of what constitutes a nullity in law. Can the objection be waived? Has it been decided that it can, though not on the distinction between null and irregular proceedings; or does it follow from legal principles, that certain acts should render the defect good or unobjectionable? If so, it is but an irregularity.'"

The above doctrine is however subject to some qualification, which the author proceeds to explain; but as it is too long for insertion in this place, we must refer our readers to the book itself for it.

In the second part are alphabetically arranged the "chief instances in which defects have been holden to be irregular, the mode and time of taking advantage of them, or of waiving them, and when they may be amended." Every instance of an irregularity is not professed to be given; but few cases can occur to which the practitioner will not here find something applicable, and with the advantage of being able at one view to embrace what in the books of practice must be searched for in various places. That irregularities will cease to exist, or be taken advantage of, cannot be hoped for, and perhaps the latter is not desirable; but Mr. Macnamara's book, by calling particular attention to the subject, will probably diminish their frequency.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—John Martin Cooper, of Bishop Wearmouth, Durham; George Smith, jun., of Altrincham, Cheshire.

## London Gazette.

TUESDAY, DECEMBER 13.

### BANKRUPTS.

**WILLIAM HENRY BREWER**, Ramsgate, Kent, book-seller, Dec. 22 at 11, and Jan. 20 at 1, Court of Bankruptcy, London: Off. Ass. Belcher; Sols. Wightwick, Ramsgate; Bigg, Southampton-buildings, Holborn.—Fiat dated Dec. 8.

**JAMES CLARKE CRESPIAN**, Eastcheap, shipping agent and merchant, Dec. 21 at 11, and Jan. 17 at 1, Court of Bankruptcy, London: Off. Ass. Gibson; Sols. Nicholson & Parker, Throgmorton-street.—Fiat dated Dec. 5.

**JOHN TOWRY BURGON**, Bucklersbury, wholesale hardwareman and dealer in flints, Dec. 21 at 1, and Jan. 17 at 11, Court of Bankruptcy, London: Off. Ass. Gibson; Sol. Lewis, 25, Clement's-lane, City.—Fiat dated Dec. 9.

**WALTER OLIVER**, Maidstone, Kent, upholsterer, Dec. 17 at 2, and Jan. 17 at 12, Court of Bankruptcy, London: Off. Ass. Groom; Sols. King, Maidstone, Kent; Palmer & Co., 24, Bedford-row.—Fiat dated Dec. 5.

**HENRY ROGERS**, Thetford, Suffolk, money scrivener and coach proprietor, Dec. 22 at 2, and Jan. 24 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. Freestone, Norwich; White & Borrett, 35, Lincoln's-inn-fields.—Fiat dated Dec. 1.

**JAMES CLEMENTS MUMFORD**, Jubilee-place, Mile-end-road, grocer and linen-draper, Dec. 19 at half-past 11, and Jan. 24 at 11, Court of Bankruptcy, London: Off. Ass. Pennell; Sols. Armstrong & Jones, 14, South-sq., Gray's-inn.—Fiat dated Dec. 10.

**WILLIAM PYE**, Eagle Saw-mills, Old Brompton, Middlesex, and Barnes, Surrey, builder, Dec. 29 at half-past 12, and Jan. 23 at 11, Court of Bankruptcy, London: Off. Ass. Tarquand; Sols. Richardson & Co., 28, Golden-sq.—Fiat dated Dec. 6.

**SAMUEL BINDLEY LINES**, Oldbury, Halesowen, Shropshire, grocer, Dec. 21 and Jan. 14 at half-past 12, District Court of Bankruptcy, Birmingham: Off. Ass. Whitmore; Sol. Rawlins, Birmingham.—Fiat dated Dec. 9.

**THOMAS CASTLE**, Newbury, Berkshire, horse dealer and innkeeper, Dec. 20 at 2, and Feb. 1 at 11, Court of Bankruptcy, London: Off. Ass. Johnson; Sols. Abbott & Arney, New-inn, Strand.—Fiat dated Dec. 8.

**THOMAS WATSON**, Great Driffield, Yorkshire, tailor and draper, Dec. 23 and Jan. 17 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Jennings & Conyer, Great Driffield.—Fiat dated Dec. 1.

**THOMAS WILEMAN**, Earl Shilton, Leicestershire, hosier, Dec. 22 and Jan. 16 at 1, District Court of Bankruptcy, Birmingham: Off. Ass. Bittleston; Cowdell, jun., Hinkley, Leicestershire; Smith, Birmingham; F. and H. Palmer, Mitre-court-chambers, Temple.—Fiat dated Nov. 30.

**GEORGE COTTAM** and **WILLIAM OSBURN**, jun., Leeds, Yorkshire, wine and spirit merchants, Dec. 24 and Jan. 13 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Payne & Co., Leeds; Wilson, 6, Southampton-st., Bloomsbury.—Fiat dated Nov. 26.

**JOHN VINCENT**, Redditch, Worcestershire, pawnbroker, Dec. 22 at 2, and Jan. 19 at 1, District Court of Bankruptcy, Birmingham: Off. Ass. Bittleston; Sol. Browning, Tardebigg.—Fiat dated Dec. 5.

### MEETINGS.

*H. M. Low* and *W. M. Westermann*, Calcutta, merchants, Dec. 23 at 1, Court of Bankruptcy, London, pr. d.—*Geo. B. Worboys*, Bristol, perfumer, Dec. 20 at 12, District Court of Bankruptcy, Bristol, ch. ass.—*John Pearson*, Kingswinford, Staffordshire, maltster, Jan. 2 at half-past 1, District Court of Bankruptcy, Birmingham, ch. ass.—*Henry Fullford*, Birmingham, draper, Jan. 13 at half-past 12, District Court of Bankruptcy, Birmingham, last ex.—*Henry Hedger* and *James Hedger*, Coventry, watch manufacturers, Jan. 2 at 12, District Court of Bankruptcy, Birmingham, last ex.—*Chas. Boldero*, *E. G. Boldero*, Sir *H. Lushington*, Bart., and *Henry Boldero*, Cornhill, bankers, Jan. 3 at half-past 11, Court of Bankruptcy, London, aud. ac.—*John Poile*, Westhoathly, Sussex, dealer and chapman, Jan. 5 at 11, Court of Bankruptcy, London, aud. ac.—*David Low*, Adam-court, Broad-st., merchant, Jan. 5 at 12, Court of Bankruptcy, London,

and. ac.—*Andrew McKenzie* and *James Haig*, Darby-street, Rosemary-lane, merchants, Jan. 5 at half-past 11, Court of Bankruptcy, London, and. ac.—*W. Hudson*, master mariner, Jan. 5 at half-past 12, Court of Bankruptcy, London, and. ac.—*John James Iselin*, St. Bennet-place, Gracechurch-st., merchant, Jan. 5 at 1, Court of Bankruptcy, London, and. ac.—*Henry Edlin*, Brighton, Sussex, hotel and tavern keeper, Jan. 13 at 1, Court of Bankruptcy, London, and. ac.—*J. Bowler*, Walsall, Staffordshire, carpenter, Jan. 4 at 12, District Court of Bankruptcy, Birmingham, and. ac.—*H. G. Kellock* and *A. D. Kellock*, Liverpool, brokers, Jan. 5 at 1, District Court of Bankruptcy, Liverpool, and. ac.—*James Wyatt*, Plymouth, Devonshire, upholsterer, Feb. 9 at 12, District Court of Bankruptcy, Exeter, and. ac.—*Michael Danks*, Hatton-garden, carpet warehouseman, Jan. 3 at 12, Court of Bankruptcy, London, div.—*Charles Daly*, Red Lion-sq., bookseller, Jan. 3 at 1, Court of Bankruptcy, London, div.—*Thos. Treherne*, Oxford-st., upholsterer, Jan. 3 at 2, Court of Bankruptcy, London, div.

#### CERTIFICATES

*To be allowed, unless Cause shewn to the contrary.*

*William MacLeod*, Coleman-st., merchant, Jan. 3, Court of Bankruptcy, London.—*Wm. Chapman* and *Chas. Mason Woodyer*, Hope-wharf, Wapping, coal merchants, Jan. 3, Court of Bankruptcy, London.—*Eugene Le Roy*, Berners-st., Middlesex-hospital, artificial flower manufacturer, Jan. 3, Court of Bankruptcy, London.—*Charles Hamond*, Great Surrey-st., Blackfriars-road, Italian warehouseman, Jan. 3, Court of Bankruptcy, London.—*Josias Pidgeon*, Birmingham, laceman, Jan. 3, Court of Bankruptcy, London.—*William Holmes*, Friday-st., Cheap-side, silk gauze manufacturer, Jan. 3, Court of Bankruptcy, London.—*Henry Baker*, Mark-lane, merchant, Jan. 3, Court of Bankruptcy, London.—*J. Radford*, Tiverton, Devonshire, upholsterer, Jan. 13 at 11, District Court of Bankruptcy, Exeter.—*J. Maunders*, Weymouth, and Melcombe Regis, Dorsetshire, grocer, Jan. 13 at 12, District Court of Bankruptcy, Exeter.—*W. Langmead*, Teignmouth, Devonshire, banker, Jan. 10 at 11, District Court of Bankruptcy, Exeter.—*John Shynn*, Liverpool, hotel-keeper, Jan. 9 at 11, District Court of Bankruptcy, Liverpool.—*W. Kerrison*, Southampton, glass merchant, Jan. 7 at 11, Court of Bankruptcy, London.—*John T. Bowden*, Adde-street, London, woollen-draper, Jan. 7 at half-past 11, Court of Bankruptcy, London.—*Anthony M. Terry*, New Broad-street, London, cook and confectioner, Jan. 6 at 11, Court of Bankruptcy, London.—*James Smith*, Hertford, wine-merchant, Jan. 4 at 2, Court of Bankruptcy, London.—*John Horatio Clark*, King William-street, wine-merchant, Jan. 13 at 2, Court of Bankruptcy, London.—*David Bidmead*, Cheap-side, warehouseman, Jan. 14 at 1, Court of Bankruptcy, London.—*J. Strutt*, Argyle-street, Argyle-square, lodging-house keeper, Jan. 10 at half-past 2, Court of Bankruptcy, London.—*John P. Thirkell*, Cranbrook, Kent, farmer, Jan. 17 at 1, Court of Bankruptcy, London.—*Abraham Crossfield*, Whitechapel-rd., Middlesex, and Highlands Farm, Comp, Kent, scrivener, Jan. 19 at 11, Court of Bankruptcy, London.—*George Greenwell*, Fore-street, London, and Coventry, silk manufacturer, Jan. 10 at 1, Court of Bankruptcy, London.—*Jeremiah Whitfield*, Bishops-gate-street Without, carpet and floor-cloth warehouseman, Jan. 10 at half-past 1, Court of Bankruptcy, London.—*Wm. Henry Lamport*, Plymouth, silversmith, Jan. 7 at 12, Court of Bankruptcy, London.—*Wm. Rotherham*, Shore-ditch, draper, Jan. 5 at 3, Court of Bankruptcy, London.—*Jasper Wightman*, Old Jewry, London, and Mitcham, Surrey, silk and woollen printer, Jan. 5 at 2, Court of Bankruptcy, London.—*John Hagar*, Brighton-place, Brixton-rd., oilman, Jan. 5 at half-past 1, Court of Bankruptcy, London.—*Wm. Starie*, Cutler-st., Houndsditch, Jan. 5 at half-past 2, Court of Bankruptcy, London.—*John Burnie*, Tokenhouse-yard, merchant, Jan. 3, Court of Bankruptcy, London.—*Jas. Simmons* and *John Simmons*, Battersea, and Stoney-street, Southwark, Surrey, manufacturers of prussiate of potash, Jan. 3, Court of Bankruptcy, London.—*David Shirreffs*, Bishop Wearmouth, Sunderland, innkeeper, Jan. 3, Court of Bankruptcy, London.—*Fredk. Wm. Bushell*, Evesham, Worcestershire, innkeeper, Jan. 5 at 12, District Court of Bankruptcy, Birmingham.—*Joseph Pidcock* and *Thomas Burton*, Nottingham, corn-factors, Jan. 16 at 12, District Court of Bankruptcy, Birmingham.—*Jos. Fisher*, Snelton, Nottinghamshire, boatwright, Jan. 11 at half-past 11, District Court of

Bankruptcy, Birmingham.—*Chas. Timmis*, Darlaston-green, Stone, Staffordshire, flint grinder, Jan. 7 at 12, District Court of Bankruptcy, Birmingham.—*John Smith*, Hoo-mill, Hasel, Warwickshire, miller, Jan. 9 at 12, District Court of Bankruptcy, Birmingham.—*George Boddington*, Warwick, coach-builder, Jan. 10 at half-past 2, District Court of Bankruptcy, Birmingham.—*S. Sedgley*, Dudley, Worcestershire, grocer, Jan. 11 at 12, District Court of Bankruptcy, Birmingham.—*J. Pickering*, Loughborough, Leicestershire, merchant, Jan. 11 at half-past 12, District Court of Bankruptcy, Birmingham.—*Henry Medley*, Leeds, Yorkshire, oil merchant, Jan. 6 at 12, District Court of Bankruptcy, Leeds.—*James Evans*, Darwen, Lancashire, ironfounder, Jan. 12 at 12, District Court of Bankruptcy, Manchester.—*John Gould Irwin*, Manchester, draper, Jan. 4 at 12, District Court of Bankruptcy, Manchester.—*John Howarth*, Rochdale, Lancashire, flannel manufacturer, Jan. 10 at 1, District Court of Bankruptcy, Manchester.—*Hamilton Wood*, Manchester, and Watling-street, London, mousseline de laine merchant, Jan. 7 at 12, District Court of Bankruptcy, Manchester.—*James Wyatt*, Plymouth, Devonshire, upholsterer, Jan. 10 at 11, District Court of Bankruptcy, Exeter.

#### SCOTCH SEQUESTRATION.

*Rob. Rentoul*, Newport in Fife, potato merchant.

#### INSOLVENT DEBTORS.

*Saturday, Dec. 10, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Jas. Burrell*, Bath, Somersetshire, licensed victualler, No. 61,409 C.; *R. Tavener*, assignee.—*Steph. Dickinson*, Huddersfield, Yorkshire, beer seller, No. 60,972 C.; *Thos. Blankhorn*, assignee.—*Joseph Smith*, Pope's-hill, near Littleclan, Gloucestershire, dealer in cattle, No. 61,241 C.; *Edw. Rowl Bower*, assignee.—*Wm. Mountain*, Poynton Fen, near Falkingham, Lincolnshire, saddler, No. 61,040 C.; *John Hartley* and *Rich. Martin*, assignees.—*Wm. Westlake*, St. Dominic, Cornwall, ironmonger, No. 61,572 C.; *Rich. Clatworthy* and *Walter Gabriel B. Gunton*, assignees.—*John Bennett*, Kelsey, Wellington, Shropshire, shoe maker, No. 61,453 C.; *James Colley*, assignee.—*Edw. Coney*, Lewisham, Kent, assistant to a beer-shop keeper, No. 53,932 T.; *Wm. Lawson*, assignee.—*Edw. Williams*, Horley-heath, Tipton, Staffordshire, commercial traveller, No. 57,417 C.; *Jesse Wright*, assignee.—*Jas. Taylor*, Sheffield, wood cutter, No. 60,708 C.; *S. Kirk* and *S. Taylor*, assignees.—*Eliz. Britten*, widow, Bath, Somersetshire, licensed victualler, No. 61,318 C.; *George Edwards*, assignee.—*Franc. L. Vass*, Clapham, Surrey, veterinary surgeon, No. 52,862 T.; *Thos. Tinley* and *John Child*, assignees.—*Wm. S. Byron*, Carnarvon, printer, No. 60,692 C.; *John Taggart* and *Wm. Pritchard*, assignees.—*Robert Hargrave*, Altrincham, Cheshire, saddler, No. 60,674 C.; *John Hartley*, assignee.—*Jos. Sandland*, Wrexham, Denbighshire, brewer's labourer, No. 59,192 C.; *John Smith*, assignee.—*John Fillingham*, West Stockwith, Nottinghamshire, labourer, No. 60,755 C.; *Wm. Morley*, assignee.—*Thos. Brown*, Duke-st., Lisson-grove, coach smith, No. 53,947 T.; *Sam. Baylis*, assignee.—*James Parker*, Catherine House, Blackheath-road, Greenwich, Kent, corn dealer, No. 54,314 T.; *John F. Burgess*, Sam. Roaling, and *Edm. T. Watson*, assignees.—*Joseph Kerby*, Bristol, watch maker, No. 60,403 C.; *Wm. Cross* and *Edwin F. Smith*, assignees.—*Eliz. Cooper*, widow, White-lackington, Somersetshire, No. 61,412 C.; *Edmund Davey*, assignee.—*H. C. Hewlett*, Lark-hall-lane, Clapham, Surrey, stone mason, No. 53,992 T.; *Jonah Smith*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Jan. 3, at 9.*

*Jas. Fraser*, High-road, Knightsbridge, publican.—*Samuel Russell*, Ivy-lane, Newgate-st., engraver.—*Henry Cusiffe*, London-terrace, London-fields, Hackney, bill broker.—*Thos. Emmins*, Norling-sq., Notting-hill, Uxbridge-road, bricklayer.—*Jas. Hen. Williams*, Fields-place, Locks-fields, Walworth, green grocer.—*Wm. Hawthias*, Philadelphia-terrace, Mount-gardens, Westminster-road, carpenter.—*Edw. Crafter*, Albany-road, Old Kent-road, auctioneer.—*Chas. Gall*, Mary-street, Brook-st., New-road, St. Pancras, out of business.—*Hen. Comfort*, Providence-place, Market-st., St. George's-market, Borough-road, Southwark, bricklayer.—*W. Simmons*, Cow-cross-st., West Smithfield, cowkeeper.—*John Allison*,

High-st., Southwark, tarpauling manufacturer.—*James Crew*, Old Fish-st., waiter.—*Rob. Hamilton*, Princes-st., Leicester-sq., lodging-house keeper.—*Alexander Greig*, Manor-place, Walworth, Surrey, schoolmaster.—*George Jos. Nightingale*, Lower Tooting, Surrey, omnibus proprietor.

Jan. 5, at the same hour and place.

*Eliza Ayscough*, Priory-st., Camden-town, out of business.—*Fred. Ogilvey*, Salisbury-st., Portman-market, St. Mary-bone, grocer.—*Jas. Nash*, Elstree, near Watford, Hertfordshire, hay carter.—*Silvester Hutchison*, Old Bostock-street, Gravel-lane, Shadwell, shipwright.—*Charles Paine*, Chertsey, Surrey, carrier.—*Edw. H. Wilmott*, Cross-street, Bethnal-green, porter.—*Rob. Cook*, Fulwood's-rents, Holborn, tailor.—*Hen. P. Reeves*, Markham-st., Chelsea, inspector of weights and measures.—*John Winter*, St. Leonard-st., Pimlico, carpenter.—*Jas. Edw. Cultiford*, 302, Strand, lithographer.—*Ans Hoefner*, Devonport-st., Commercial-road East, no trade or business.—*John White*, Edwardes-sq., Kensington, merchant's clerk.—*Fred. Pizey*, King-street, New North-road, Islington, dealer in marine stores.—*Thomas Leaver*, Upper Seymour-st., baker.—*John Cotton*, Castle-cottage, Homerton, commission agent.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Francis Chard*, Pembroke Dock-yard, carpenter to his then Majesty's frigate Sea Horse, Dec. 19, Hall's, Pembroke Dock: 1s. 10½d. in the pound (in addition to 10s. 11d.).

FRIDAY, DECEMBER 16.

#### BANKRUPTS.

**GEORGE PARSONS LETHBRIDGE**, Portsea, Hampshire, linen draper, Dec. 23 and Jan. 27 at 12, Court of Bankruptcy, London: Off. Ass. Gibson; Sol. Wren, 32, Fenchurch-st.—Fiat dated Dec. 10.

**CHARLES HUNTSMAN**, High Holborn, chemist and druggist, Dec. 27 at half-past 12, and Jan. 27 at 11, Court of Bankruptcy, London: Off. Ass. Green; Sol. Meyrick, 4, Fumival's-inn.—Fiat dated Dec. 15.

**CHARLES MILLS NICHOLSON**, New Corn Exchange, Mark-lane, London, and Dock-head, Bermondsey, Surrey, corn merchant, Dec. 27 at half-past 1, and Jan. 24 at 11, Court of Bankruptcy, London: Off. Ass. Johnson; Sols. McCleod & Stenning, 13, London-st., Fenchurch-st.—Fiat dated Dec. 13.

**CHARLES MAIDLOW**, Finchley, and St. John's-terrace, St. John's-wood, builder and carpenter, Dec. 31 at half-past 1, and Jan. 27 at 12, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. Rhodes & Co., 63, Chancery-lane.—Fiat dated Dec. 14.

**WILLIAM CRABB KNIGHT**, Great Suffolk-st., Southwark, Surrey, builder, Dec. 24 at half-past 1, and Jan. 27 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. Lawrance & Blenkarne, 32, Bucklersbury.—Fiat dated Dec. 15.

**JOHN SMITH**, Wednesbury, Staffordshire, grocer, Dec. 24 at half-past 11, and Jan. 24 at 12, District Court of Bankruptcy, Birmingham: Off. Ass. Valpy; Sol. Rawlins, Birmingham.—Fiat dated Dec. 14.

**JOHN JENNISON**, Manchester, victualler, Dec. 26 at 1, and Jan. 21 at 10, District Court of Bankruptcy, Manchester: Off. Ass. Pott; Sol. Dearden, Manchester.—Fiat dated Dec. 13.

**JOZE LUIS [FERNANDES, NOWELL LUIS FERNANDES, and JOZE LUIS FERNANDES, jun.]**, Wakefield, Yorkshire, corn millers and merchants, Dec. 29 at 10, and Jan. 18 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Taylor & Westmorland, Wakefield.—Fiat dated Dec. 7.

**JAMES HEAP**, Burnley, Lancashire, publican, Jan. 5 and 30 at 12, District Court of Bankruptcy, Manchester: Off. Ass. Fraser; Sols. Crossley & Sudlow, Manchester; Milne & Co., Temple.—Fiat dated Dec. 9.

**WILLIAM ATHERTON**, Manchester, flint glass manufacturer, Dec. 28 and Jan. 21 at 12, District Court of Bankruptcy, Manchester: Off. Ass. Pott; Sol. Kershaw, Manchester.—Fiat dated Dec. 14.

**JOHN ALDERSEY, jun.]**, Liverpool, broker, Dec. 24 at 12, and Jan. 17 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Cazenove; Sol. Jones, Liverpool.—Fiat dated Dec. 13.

**THOMAS WILLIAMSON**, Salford, Lancashire, grocer and provision dealer, Dec. 27 and Jan. 31 at 12, District Court of Bankruptcy, Manchester: Off. Ass. Fraser; Sols. Barratt, jun., Manchester; Bower & Back, 46, Chancery-lane.—Fiat dated Dec. 14.

**THOMAS BAKER**, Birmingham, brass-cock maker, Dec. 23 at half-past 11, and Jan. 27 at 12, District Court of Bankruptcy, Birmingham: Off. Ass. Christie; Sols. Unett & Sons, Birmingham.—Fiat dated Dec. 12.

**GEORGE ARMSTRONG**, Castle Eden, Durham, grocer and draper, Dec. 22 at 11, and Jan. 20 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne: Off. Ass. Baker; Sols. Harle, Newcastle-upon-Tyne; Chisholme & Co., 64, Lincoln's-inn-fields.—Fiat dated Dec. 10.

**ISAAC SMALLCOMBE**, Bradford, Wiltshire, coal dealer, Dec. 28 and Jan. 25 at 11, Court of Bankruptcy, Bristol District: Off. Ass. Hutton; Sols. Bush & Son, Bradford; Whitaker, Gray's-inn-sq.—Fiat dated Dec. 10.

**THOMAS HYATT**, Shepton Mallett, Somersetshire, scrivener, Dec. 29 and Jan. 26 at 12, Court of Bankruptcy, Bristol District: Off. Ass. Miller; Sol. Ashford, Shepton Mallett.—Fiat dated Dec. 7.

**HENRY CRIDLAND**, Totnes, Devonshire, saddler, Dec. 27 and Jan. 19 at 1, Court of Bankruptcy, Exeter: Off. Ass. Hirtzell; Sols. Edwards & Byrett, Totnes; Reddell & Co., Lime-street.—Fiat dated Dec. 8.

**JOHN CREED MAYER**, Dale-hall, Burslem, Staffordshire, joiner, builder, and brick maker, Dec. 23 and Jan. 27 at 11: Birmingham District Court of Bankruptcy: Off. Ass. Valpy; Sol. Stanier, Newcastle.—Fiat dated Dec. 9.

#### MEETINGS.

*Jos. Beanland*, Birkenshaw-bottoms, Birstall, and Bradford, Yorkshire, woolstapler, Jan. 10 at 12, District Court of Bankruptcy, Leeds, pr. d.—*John Joel Cohen*, Manchester, goldsmith, Jan. 3 at half-past 11, District Court of Bankruptcy, Birmingham, ch. ass.—*Mark Elphick*, London-wall, victualler, Dec. 29 at 12, Court of Bankruptcy, London, last ex.—*Stephen Simson*, Shirley, Hampshire, market gardener, Dec. 21 at 12, Court of Bankruptcy, London, last ex.—*Wm. Hall*, Tredington, Worcestershire, and *Robt. Rainbow*, Stratford-upon-Avon, Warwickshire, coal merchants, Jan. 11 at 12, District Court of Bankruptcy, Birmingham, last ex.—*Thomas Clarke*, Rugby, Warwickshire, mercer, Jan. 9 at 11, District Court of Bankruptcy, Birmingham, last ex.—*Rice Harris*, Birmingham, glass manufacturer, Jan. 6 at 11, District Court of Bankruptcy, Birmingham, last ex.—*John Buckley*, Higher Crompton, near Oldham, Lancashire, coal master, Jan. 6 at 12, District Court of Bankruptcy, Manchester, last ex.—*Wm. Howorth*, Swaffham, Norfolk, wine and liquor merchant, Jan. 4 at 1, Court of Bankruptcy, London, and. ac.—*Thos. Geo. Martin*, Great Winchester-st., Old Broad-street, wine merchant, Jan. 4 at 12, Court of Bankruptcy, London, and. ac.—*John Alexander and Henry Gibbon*, Wolverhampton, Staffordshire, chemists, Jan. 16 at half-past 11, District Court of Bankruptcy, Birmingham, and. ac.—*Henry Westwood*, Wolverhampton, Staffordshire, steelyard maker, Jan. 14 at 12, District Court of Bankruptcy, Birmingham, and. ac.—*Philip Walters and M. Llewellyn*, Neath, Glamorganshire, timber merchants, Jan. 9 at 11, District Court of Bankruptcy, Bristol, and. ac.—*John Jenkins*, Cardiff, Glamorganshire, draper, Jan. 17 at 12, District Court of Bankruptcy, Bristol, and. ac.—*A. C. Marsh*, Great Scotland-yard, navy agent, Jan. 6 at 11, Court of Bankruptcy, London, div.—*D. Campbell*, Cleveland-row, St. James's, Westminster, merchant, Jan. 6 at half-past 11, Court of Bankruptcy, London, div.—*Geo. Gibson*, Ratcliffe-highway, upholsterer, Jan. 6 at 2, Court of Bankruptcy, London, div.—*James Ellis*, Calcutta, Bengal, merchant, Jan. 6 at 12, Court of Bankruptcy, London, div.—*Thos. Giles*, St. John's-lane, Clerkenwell, wire worker, Jan. 6 at 2, Court of Bankruptcy, London, div.—*Wm. Hill and W. K. Wackerbarth*, Leadenhall-st., ship and insurance agents, Jan. 9 at half-past 12, Court of Bankruptcy, London, div.—*M. Hyslop*, Tokenhouse-yard, London, and Kingston, Jamaica, merchant, Jan. 9 at 2, Court of Bankruptcy, London, div.—*Thos. Coleman*, St. Albans, Hertfordshire, victualler, Jan. 9 at 1, Court of Bankruptcy, London, div.—*Lewis Allen*, Great Coggleshall, Essex, tanner, Jan. 9 at half-past 1, Court of Bankruptcy, London, div.—*J. C. Adams*, Basinghall-st., woollen ware-houseman, Jan. 4 at 12, Court of Bankruptcy, London, div.—*George Wm. Longridge*, Sunderland, Durham, ironmonger,

Jan. 13 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne, div.—*Samuel Jacobson*, Newcastle-upon-Tyne, picture dealer, Jan. 13 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, div.—*Edward Roberts*, Oswestry, Shropshire, draper, Jan. 10 at 2, District Court of Bankruptcy, Birmingham, div.

#### CERTIFICATES

*To be allowed, unless Cause shewn to the contrary.*

*Wm. Norton*, Clayton West, High Hoyland, Yorkshire, fancy waistcoat manufacturer, Jan. 6, Court of Bankruptcy, London.—*Richard Turvill*, Kingston-upon-Thames, Surrey, baker, Jan. 6, Court of Bankruptcy, London.—*H. T. Gray*, Grosvenor-place, and Marine-place, Commercial-road East, and Upper Stamford-st., Blackfriars-road, rope makers, Jan. 6, Court of Bankruptcy, London.—*Alfred Webb*, Liverpool, carpet seller, Jan. 6, Court of Bankruptcy, London.—*Edward Moss*, Liverpool, draper, Jan. 6, Court of Bankruptcy, London.—*O. Hills*, Bow, grocer, Jan. 6, Court of Bankruptcy, London.—*Jonathan Thompson*, Oxford-st., and Cheapside, dealer in paper hangings, Jan. 6, Court of Bankruptcy, London.—*D. Barbour* and *John Norris*, Liverpool, soap boilers, Jan. 6, Court of Bankruptcy, London.—*George Booth*, Princess-st., Lambeth, lime burner, Jan. 6, Court of Bankruptcy, London.—*John Lamont*, Skinner-st., Bishopsgate, brewer, Jan. 6, Court of Bankruptcy, London.—*Samuel Bradley*, Fen-court, Fenchurch-st., merchant, Jan. 6, Court of Bankruptcy, London.—*Edward Wright*, Manchester, commission agent, Jan. 6, Court of Bankruptcy, London.—*Wm. Jones*, Liverpool, wine-merchant, Jan. 6, Court of Bankruptcy, London.—*Joseph Miller*, Stockton-on-Tees, Durham, rope manufacturer, Jan. 6, Court of Bankruptcy, London.—*W. Nicholls*, Adam's-mews, Edgeware-road, livery stable keeper, Jan. 6, Court of Bankruptcy, London.—*E. Manning* and *C. C. Manning*, High-st., Aldgate, drapers, Jan. 6, Court of Bankruptcy, London.—*J. H. Loup*, Cateaton-st., cotton factors, Jan. 6, Court of Bankruptcy, London.—*James Patterson*, Cateaton-st., warehouseman, Jan. 6, Court of Bankruptcy, London.—*J. Robinson*, Dundalk, Louth, Ireland, merchant, Jan. 6, Court of Bankruptcy, London.—*G. Joe Green*, Birmingham, glass manufacturer, Jan. 6, Court of Bankruptcy, London.—*George Henry Watson*, Stourmont-cottage, Moscow-road, Bayswater, apothecary, Jan. 6, Court of Bankruptcy, London.—*Jas. Irvine*, Liverpool, salt broker, Jan. 6, Court of Bankruptcy, London.—*Philip Walters* and *Morgan Llewellyn*, Neath, Glamorganshire, timber merchants, Jan. 12 at 12, District Court of Bankruptcy, Bristol.—*Saml. Clough*, Douglas, Isle of Man, alkali manufacturer, Jan. 9 at 12, District Court of Bankruptcy, Liverpool.—*Jos. Kerschner*, Great Surrey-st., Southwark, victualler, Jan. 14 at 12, Court of Bankruptcy, London.—*Mary Gilbert*, Lawrence-lane, innkeeper, Jan. 6 at 8, Court of Bankruptcy, London.—*Josiah Biddow* and *Fred. Berryman*, Little Love-lane, Wood-st., Cheapside, Scotch and Manchester warehousemen, Jan. 12 at 12, Court of Bankruptcy, London.—*T. Saunders*, Northampton, linen-draper, Jan. 10 at 11, Court of Bankruptcy, London.—*R. March*, Upholland, Lancashire, victualler, Jan. 9 at half-past 11, Liverpool District Court of Bankruptcy.—*H. Ford*, Aylesbury, Buckinghamshire, grocer, Jan. 9 at half-past 10, Court of Bankruptcy, London.—*Joseph Hurley*, Woburn, Bedfordshire, plumber, Jan. 10 at 1, Court of Bankruptcy, London.—*Jon. B. Morgan*, Southampton-row, Bloomsbury, laceman, Jan. 13 at half-past 2, Court of Bankruptcy, London.—*Frances Roberts* and *Caroline Rowe*, New Bridge-street, Blackfriars, milliners, Jan. 10 at half-past 1, Court of Bankruptcy, London.—*Jas. Cocker*, Barnsley, Yorkshire, dyer, Jan. 10 at 11, District Court of Bankruptcy, Leeds.—*John Chas. Rowdon*, Leeds, and Huddersfield, Yorkshire, wool merchant, Jan. 5 at 11, District Court of Bankruptcy, Leeds.—*Hen. M. Walker* and *Thos. Casson*, Manchester, corn-factors, Jan. 7 at 11, District Court of Bankruptcy, Leeds.—*John Berry*, Rugby, Warwickshire, grocer, Jan. 9 at 11, District Court of Bankruptcy, Birmingham.—*H. Carey*, Nottingham, and *G. Dani. Carey*, Basford, Nottinghamshire, hat manufacturers, Jan. 13 at half-past 1, District Court of Bankruptcy, Birmingham.—*Wm. Bushell*, Evesham, Worcestershire, innkeeper, Jan. 5 at half-past 12, District Court of Bankruptcy, Birmingham.—*Jas. S. Mottram*, Alrewas, Staffordshire, wooldapler, Jan. 5 at 1, District Court of Bankruptcy, Birmingham.—*James Atkinson*, Leeds, joiner, Jan. 9 at 11, District Court of Bankruptcy, Leeds.

#### SCOTCH SEQUESTRATIONS.

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#### INSOLVENT DEBTORS.

*The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Jan. 6 at 9.*

*Joseph Penfold*, Curator-st., Chancery-lane, assistant sheriff's officer.—*John Taylor*, Capland-mews, Liaison-grove, Marylebone, stable-keeper.—*Charles Poupard*, Brown's-lane, Lamb-st., Spitalfields, scale-maker.—*Jos. West*, Red Cross-square, Jewin-st., Cripplegate, bricklayer.—*John Spiers*, Tyson-street, Bethnal-green, hatter.—*Thos. Eames*, Charles-st., Hampstead-road, appraiser.—*Chas. Woolman*, Alexander-pl., Fulham-road, Brompton, green-grocer.—*Richard Wm. Hugh Jones*, Hill-street, Peckham, Surrey, clerk in the principal comptroller of accounts' office, Custom-house.—*Jos. Tansley*, York-street, Westminster, assistant ironmonger.—*John Geo. Riches*, White-street, Southwark, carpenter.—*Samuel Davis*, Leg-alley, Long-acre, Drury-lane, out of business.—*Charles Horner*, High-st., Camden-town, clerk to sealing-wax manufacturers.—*John Walter*, Kingston-upon-Thames, appraiser.—*Henry Charles Bull*, Windsor-court, Strand, out of business.—*John Whitelaw*, Dulwich-common, Surrey, out of business.

*Jan. 9, at the same hour and place.*

*Geo. Gardiner*, Limehouse-causeway, green-grocer.—*Sml. Thos. Roan*, Stafford-street, New Peckham, Surrey, superannuated civil servant of the Hon. East India Company.—*Wm. Hen. Wilson*, Coburn-road, Bow, out of business.—*Jas. Pile*, Cornwall-street, Globe-fields, Mile-end, clerk in the South Sea-house.—*Wm. Grosse*, Tottenham-court New-road, basket maker.—*Geo. Denton*, Branch-place, Hoxton, commission-agent.—*Charles Watkins*, Greenfield-street, Whitechapel, butcher.—*John Salf*, Euston-place, New-road, surgeon.—*W. Grand*, Wardour-street, Soho, coach-trimmer.—*James Paterson*, St. George's-road, Southwark, clerk in her Majesty's Stamp Office, Somerset-house.—*John Puntney*, Half Moon-street, Bishopsgate, cigar-box maker.—*John Jaques*, Church-place, High-st., Newington, printer.—*Richd. Young*, Love-lane, Wandsworth, Surrey, builder.—*Jos. Wynne*, Copper-st., City-road, painter.—*Hen. Wilson*, Compton-street, Saint Pancras, accountant.

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*Wm. Murley*, commander in the Royal Navy, Galpin's, Crewkerne, Somersetshire: 2s. 4d. in the pound (in addition to a former of 2s. 4d.).—*John Ford*, Stockport, Cheshire, publican, Dec. 17, Wood's, Queen-street, Holborn: 1s. 2d. in the pound.—*John Atkinson*, Liverpool, victualler, Jones's, Liverpool: 10s. 9d. in the pound.

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# The Jurist

No. 311.

LONDON, DECEMBER 24, 1842.

PRICE 1s.

\* \* The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—

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Vice-Chancellor Wigram's Court .....	E. J. BEVIE, Esq. of Lincoln's Inn, Barrister at Law.		

LONDON, DECEMBER 24, 1842.

A QUESTION has lately been raised before his Honor the Vice-Chancellor of England, with regard to the effect of the Fines and Recoveries Act, upon the case where the husband of a woman, who would, if sole, be the protector of the settlement, has been convicted of felony\*.

It will be recollected, that by the 24th section of that Act, it is enacted, that where a married woman would, if single, be the protector of a settlement in respect of a prior estate, which is not thereby settled or agreed or directed to be settled to her separate use, she and her husband together shall, in respect of such estate, be "protector of such settlement, and shall be deemed one owner."

By the 33rd section, it is enacted, that if any person, protector of a settlement, shall be convicted of treason or felony, or if any person not being the owner of a prior estate under a settlement, shall be protector of such settlement, and shall be an infant, or if it shall be uncertain whether such last-mentioned person be living or dead, then his Majesty's High Court of Chancery shall be the protector of such settlement, in lieu of the person who shall be an infant, or whose existence cannot be ascertained as aforesaid.

Lastly, it is provided by the 91st section, "that if a husband shall, in consequence of being a lunatic, idiot, or of unsound mind, and whether he shall have been found such by inquisition or not, or shall from any other cause be incapable of executing a deed, or of making a surrender of lands held by a copy of court roll, or if his residence shall not be known, or he shall be in prison, or shall be living apart from his wife, either by mutual consent or by sentences of divorce, or in consequence of his being transported beyond the seas, or from any other

cause whatsoever, it shall be lawful for the Court of Common Pleas at Westminster, by an order to be made in a summary way upon the application of the wife, and upon such evidence as to the said Court shall seem meet, to dispense with the concurrence of the husband in any case in which his concurrence is required by this Act or otherwise; and all acts, deeds, or surrenders, to be done, executed, or made by the wife in pursuance of such order, in regard to lands of any tenure, or in regard to money subject to be invested in the purchase of lands, shall be done, executed, or made by her in the same manner as if she were a feme sole, and when done, executed, or made by her, shall (but without prejudice to the rights of the husband as then existing, independently of this act) be as good and valid as they would have been if the husband had concurred: Provided always, that this clause shall not extend to the case of a married woman, where, under this Act, the Lord High Chancellor, Lord Keeper, or Lords Commissioners for the custody of the Great Seal, or other the person or persons intrusted with the care and commitment of the custody of the persons and estates of persons found lunatic, idiot, and of unsound mind, or his Majesty's High Court of Chancery, shall be the protector of a settlement in lieu of her husband."

On petition to the Court to act as protector in the case referred to, his Honor was of opinion that the 33rd section of the Act had no application, and, consequently, that the Court of Chancery was not protector of the settlement; but he gave no opinion on the question whether, under the 91st section, the Court of Common Pleas has jurisdiction to dispense with the concurrence of the husband.

The ground of his Honor's opinion was, that the 24th section, constituting the husband and wife not several protectors, but "the protector," and treating them as one owner, the felony of the husband alone would not constitute that felony of "the protector" to which the

\* *Ex parte Slade*, reported post, p. 1077.

33rd section has reference; and that, to bring the case within that section, it would be necessary that both husband and wife should be convicted of the felony.

In addition to this reason, there is another, to which we believe his Honor did not advert in his judgment, and which we should have thought tending to the same result, viz. that the 33rd section does not, in fact, make any provision for the case of the husband committing treason or felony.

It recites, it is true, that case among other cases of incapacity to act as protector, but it provides in terms only for the two other cases of incapacity, and is wholly silent as to any substitution of the Court of Chancery for a protector convicted of felony.

It may perhaps be said, that the recitals shew the intention of the Act to provide for the cases recited; and that if the words "*in lieu of*," and those following in the 33rd section, be struck out, the obvious intent of the Act would be preserved. But is not that, in fact, begging the question, and making an intention for an Act of Parliament, instead of collecting the intention from the language used? If we must suppose the Legislature guilty of an absurdity, why not as well attribute to it that of reciting a mischief and then forgetting to provide for it, as that of using an entire phrase of considerable length not intended to have any meaning? The words which require to be treated as surplusage to meet this particular case, may have been introduced expressly to prevent any doubt, whether, in the cases provided for, the former protector ceases to be such; and cases, at present unforeseen, may arise in which the presence of those words may be necessary to put a clear construction on the Act.

The opinion of the Vice-Chancellor having disposed, on the grounds above mentioned, of the question, whether the Court of Chancery has jurisdiction, three points remain for consideration: firstly, whether the effect of the felony and conviction of the husband is to take him altogether out of the operation of the 24th section of the Act, so as to leave the wife protector alone, as she would be if for all purposes sole; secondly, whether the effect of the conviction is to bring in, in any and what way, the rights of the Crown; and thirdly, if on these two points no material effect takes place, then whether the case falls within the 91st section of the Act.

On the first point it is to be observed, that, for some purposes, the conviction and transportation of the husband beyond seas would make the wife a feme sole; as, for instance, she might be sued alone. (See the cases referred to in Roper's Husband and Wife, Vol. 2, p. 120). And further it must be recollected, that, by the felony, the husband's interests in real estate become forfeited to the Crown. Now the 24th section, by connecting the appointment of the husband to be protector with the words "in respect of such estate," may be thought to intend that his appointment is in virtue of his interest in his wife's estate; and by the words "shall be deemed an owner," seem to connect such appointment with his ownership. It might therefore be argued, that, by the forfeiture of the husband of his interest in the estate in respect of which he is protector, the ownership necessary to support his quality of protector under the Act is destroyed, and that he ceases to constitute a necessary part of the protector, leaving his wife, as a quasi single woman, sole protector. But on the other hand, we must note that the husband's felony does not touch the validity of the marriage, and that the direct words of the Act make the husband and wife protector simply as *husband and wife*, without any direct reference to any other qualification being necessary in the husband, except his title as *husband*. Undoubtedly the most natural construction of the clause is, that

the husband and wife remain protector, notwithstanding the felony of the husband.

Secondly, as to the effect of the conviction of the husband in modifying the rights of the wife by the intervention of the title of the Crown. The husband of a woman tenant for life has a freehold interest in right of his wife, and is entitled to the pernanity of the rents and profits during the joint lives. By his conviction for felony, his interest is affected with forfeiture; yet the Crown does not take the freehold, but only the pernanity of the profits during the joint lives; the freehold remaining in the wife.

The effect of the forfeiture to the Crown will not, therefore, we apprehend, be to take away from the wife the right of protectorship, which is incident to her being the owner of the estate for life; or transfer to the Crown any other interest, in right of the husband, than the pernanity of the profits. And consequently, if we are right in both these points, the only remaining question is as to the effect of the 91st section in giving jurisdiction to the Court of Common Pleas.

At first sight it would undoubtedly seem as if the case fell clearly within that section, which provides that the Court of Common Pleas may dispense with the concurrence of the husband, excepting only (in regard to the point under discussion) where the Court of Chancery shall be the protector of the settlement in lieu of the husband. But if we take notice that the Court is only empowered in the enacting part to dispense with the concurrence of the husband "in any case in which his concurrence is required by this Act or otherwise;" the question to be determined before the Court of Common Pleas can make an order is, whether the concurrence of the husband is required by the Act or otherwise; that is, whether it is by law necessary. This in fact brings before the Court of Common Pleas all and the very same questions which may come before the Court of Chancery in calling upon it to act as protector. And then one question will be, whether the Court of Common Pleas is bound by the decision of the Court of Chancery. That the Court of Common Pleas would give to the opinion of the Judge in Equity great weight, as an expression of opinion, is not to be doubted; but it is very much to be doubted whether a determination so guarded as that of his Honor the Vice-Chancellor on a question of jurisdiction, could be received as an authority by a Court of co-ordinate jurisdiction. Indeed, we apprehend that the question of jurisdiction must be determined by each Court, in reference to its own jurisdiction, on its own authority alone; and that a decision by the Court of Chancery that it has no jurisdiction under one clause of the Act, cannot be an authority for the Court of Common Pleas to determine that that Court has jurisdiction under another clause. If, however, the Court of Common Pleas should come to the same determination as his Honor the Vice-Chancellor, respecting the effect of the 33rd section, viz. that it does not make the Court of Chancery protector, and if it should also determine, as we conceive it would, first, that, under the 24th clause, the felony of the husband does not remove him from being a constituent part of the protectorship; and secondly, that the forfeiture to the Crown does not affect her right of protectorship, nor transfer to the Crown any rights of the husband except the pernanity of the profits; it would follow, first, that the concluding proviso of the 91st section may on this point be thrown out of consideration; secondly, that the husband being still protector, his concurrence is required by the Act; and thirdly, that as his case falls clearly within some of the grounds of incapacity pointed out by the 91st section, the Court of Common Pleas would have jurisdiction under the 91st section of the Act to dispense with his concurrence.

## ON THE JURISDICTION OF COURTS OF LAW UNDER THE INTERPLEADER ACT.

It is still we believe considered doubtful, whether the Courts of Law have power to grant a rule under the Interpleader Act, where the adverse claim is of an equitable nature. The point has thrice come before them without being satisfactorily settled. On the first occasion, (*Sturges v. Claude*, 1 Dowl. 505), upon cause being shewn before Mr. Justice Patteson in the Bail Court to an interpleader rule, which had been obtained on behalf of a sheriff, on the ground, that the goods seized had been claimed by parties who had an equitable interest in them, and had commenced a suit in Chancery against the defendant, the learned Judge said, he thought the Act did not apply to such a case. It would seem, however, that he was somewhat influenced by the fact of the Chancery suit having been commenced, which made him view the case as if the parties had already chosen their remedy in equity. It is surprising, too, that the course which is admitted to be the proper one to pursue, if the interpleader rule cannot be granted, viz. to enlarge the time for the return of the writ, was not adopted in this case. The report says, the rule was discharged upon terms agreed to by the parties, which may, perhaps, have had the same effect. Next came the case of *Putney v. Tring*, (5 Mea. & W. 425), which was also an application by the sheriff. There, no decision was given, the rule, as the report says, being enlarged to enable the parties to come to some arrangement; but Alderson, B., said—"I entertain great doubts whether the principle laid down in *Sturges v. Claude* be a correct one;" and he argues, that, as the act speaks of a party "having no means of relieving himself from certain adverse claims but by a suit in equity, usually called a bill of interpleader," the remedy given by it should extend to all cases where such a bill might be filed. This argument we will notice after we have stated the third case. In *Roach v. Wright*, (8 Mea. & W. 155), also a sheriff's case, Parke, B., in refusing the rule, appears to approve of the decision in *Sturges v. Claude*, and says, "that if the execution creditor refuses to indemnify the sheriff, the proper course is to apply to the court, not under the Interpleader Act, but to enlarge the time for making a return to the writ." And Alderson, B., says—"Our jurisdiction is confined to the cases of claims actually made; but what has taken place here is not the making of a legal claim, but only the statement of an equitable interest." Unless the learned Judge intended to draw a distinction between the statement of an equitable interest and the making of an equitable claim, for which distinction there seems no foundation, the opinion here expressed is at variance with his former one, which it is remarkable was not cited or referred to. Having mentioned this case, we will now return to *Putney v. Tring*; and we may observe, that the words quoted by the learned Judge in that case are contained in the preamble of the first section, which relates to persons in the situation of stakeholders. The first five sections relate to them, and the sixth to sheriffs, and this has a separate preamble, differing in what seems to us a material manner from the preamble of the first section. The latter, the reader will observe, speaks of adverse claims which a party can only relieve himself from by a bill in equity, and would therefore include equitable as well as legal claims. But the preamble of the sixth section speaks of claims whereby sheriffs and other officers are exposed to the hazard and expense of actions. If, therefore, we take this word in its ordinary sense, those claims only are within this section which may be the subject of actions at law. Perhaps then the true construction is, that, in cases under the first section, there may be an interpleader where the adverse claim is

equitable, but, under the sixth, the claim must be of such a nature as may be the subject of an action. And it is important also to notice, that the enlarging the time for making a return to the writ, which Baron Parke points out as the proper course where there is an equitable claim, cannot be adopted in cases within the first section, nor is there any proceeding analogous to it, unless that of giving the defendant further time to plead. The practice of enlarging the time is, however, of little importance. It existed long before the Interpleader Act was passed, and was found insufficient for the relief and protection of the sheriff. The conclusion we would venture to arrive at is, that the courts will not take notice of equitable claims against the sheriff, but that it is otherwise with claims against stakeholders. Nor does this seem to involve them in any difficulty from having to deal with equitable doctrines. Such doctrines are recognised by them in other instances; and an issue under the Interpleader Act might readily be drawn in such a way as to try an equitable right.

## Reviews.

*A Treatise on the Law of Copyright in Literature, the Drama, Music, Engraving, and Sculpture, &c.* By PETER BURKE, Esq., Barrister at Law.

[Richards, 1842.]

This is another of those attempts of which we have lately had so frequent cause to complain, to comprise an extensive subject in a very small compass, not marked even by the shadow of an appearance of the labour and thought without which so difficult an undertaking is wholly impracticable. When we inform the reader at all cognisant of the extent of the subject embraced by the Law of Copyright, and of the great number of decisions both at law and in equity that are to be considered in reference to it, that the author of the Treatise now before us has purported to include the whole subject of copyright, in literature, in music, in the drama, in sculpture, and in engraving, in fifty small octavo pages, we shall probably have said enough to shew that he cannot by any possibility have done more than glance at the heads of his subject. And more he has not done\*.

Mr. Burke's production is not, it is true, except in some few particulars, which we will point out, inaccurate; but it is the very incarnation of meagreness: so much so, that we should be sorely pressed to say to what class of readers it is likely to be useful. That we may not be thought harsh in our criticism, we will refer to a few passages, and then leave it to the learned reader to judge. Let us take the subject of copyright in letters. On this there has been much contradictory decision and difficulty; yet it is thus summarily dismissed by Mr. Burke:

"The law," he says, in p. 13, "in letters, is this: If the letters be originally intended for the press, the form of epistolary writing being merely given to the work, whilst in reality it is a literary composition, such letters will of course come within the law which protects every other kind of literary production. As to letters which have passed from one person to another, but which, from their subject, or the character of the author, assume the nature of a literary composition, their transmission by the writer to the person to whom they are addressed, does not give the receiver any right to

\* We do not of course mean to say that length is the measure of the merit of a book. A long book may undoubtedly be a bad book, and a short one may be a very good one; but there is a limit to condensation of matter, and there is a point at which brevity is only attained by omission. To discuss the law of copyright in the form of a text-book in fifty pages, so as to be practically useful, is wholly impossible. To complete such a task would pass the genius for condensation of a Bacon or a Machiavelli.

publish them; but with regard to common letters, such as are written on business, and on every other subject that may occur in the intercourse of private life, they cannot be considered as literary compositions, and are not entitled to protection on the ground of copyright, although courts of equity may sometimes interpose to stop their publication, when such publication is a breach of contract or confidence; or when they are intended to be made a source of profit at the risk of wounding private feelings. (*Pope v. Curl*, 2 Atk. 342; *Thompson v. Stanhope*, Amb. 737; — *v. Eaton*, 2 Ves. & B. 27; *Earl of Granard v. Dunkin*, 1 B. & B. 207; *Godson on Patents*, last ed. 327)."

Again, as to what is literary piracy he says, p. 26, "Literary piracy is the unauthorized publication of a book so transcribed from another, in which copyright subsists, as to preclude the necessity of reading the original work."

"It should be here observed, that, to constitute literary piracy, it is not necessary the copy be likely to supersede the sale of the original work; for where even the copy is attainable only at a greater price than the original, still a piracy may exist. This was decided in the case of *Roworth v. Wilkes*, (1 Camp. 94). There, the defendant's counsel contended, that, though the article in the defendant's book (an Encyclopædia) contained all that was material in the plaintiff's production, still its connexion with a work of such magnitude and expense as the Encyclopædia, precluded the possibility of injury arising to the plaintiff by the preference which the public might give to the large publication. But Lord Ellenborough said, 'The test by which we must decide whether or not a party has infringed on the copyright of another is, not by inquiring what was the intention of the trespassing party, but whether the work of the party complaining has been so copied, that the copy may by any possibility supersede the original work. . . . It is true that a large work like the defendant's may be allowed to embrace all the information contained in the newest works on the subject, but they must set limits to their extracts, and not publish the work of another merely in a different form. It has been argued, that the defendant has used no greater liberty with the plaintiff's production than is assumed by reviewers; but the same rule holds in works of that kind; they fairly make extracts, and may comment on those portions; but it would be unfair if they should extract the substance of the work that they choose to review.' See also *Sweet and Others v. Shaw*, 3 Jur. 217; *Bramwell v. Halcomb*, (3 My. & C. 737)." This is all that is said on literary piracy generally; and about two pages more dispatch the whole subject of piracy.

As to the remedies against literary piracy, the remedy by injunction in equity is disposed of by Mr. Burke in about a page and a half, citing four cases! and the remedy by action in a page and a quarter, citing one case. (See pp. 29 to 32). And such flying notes are to be put forth to the world as a Treatise on the Law of Copyright! We submit to the learned reader, that the passages we have selected fully establish our assertion that Mr. Burke has treated his subject with such intense meagreness as to render his work practically useless. To what counsel, to what attorney, to what student even, is it of much value to be told the very little that Mr. Burke condescends to tell him on any of the subjects that we have mentioned, not being even supplied with a full list of the cases?

We have said also, that our author is in some instances inaccurate; and we now proceed to prove also this statement. In the passage on copyright in letters, it will have been observed, that he asserts the interposition of equity to prevent the publication of letters, "where they are intended to be made a source of profit at the risk of wounding private feelings." Now, in *Gee v.*

*Pritchard*, (2 Swans. 402), the point was much discussed; and in that case Lord Eldon expressly repudiated the notion, that the court would interfere on the ground of the publication of letters being painful to the feelings of the writer.

In p. 21, Mr. Burke refers to *Sweet v. Cater*, (5 Jur. 68), under the head of "assignment of an edition;" and appears to consider the case as deciding what is an assignment of an edition. Now, that was not the material point discussed in it. The point was, what was a sufficient interest in a party in the copyright to enable him to sustain a bill in equity to restrain infringement, and the court particularly avoided deciding that there was any assignment. Again, in p. 28, we find this:—"Piracy of a title. The remarks of Lord Eldon in the case of *Hogg v. Kirby*, (8 Ves. 215), would seem to shew, that there may be copyright in a title, as where a periodical work represents itself to the public to be the same as one already in the course of publication, the former is an infringement on the property of the latter." Now, the case of *Hogg v. Kirby* proceeded, not on any doctrine of there being a copyright in the title of a work, but on the ground that, to put forth a work with such a title, and such other contrivances, as to hold it forth to the public as the work of another, is a fraud; and on the ground of fraud, and not on the ground of title, such an imitation is restrained.

It is always with regret that we find ourselves called upon to condemn the productions of any of our professional brethren; and we are perhaps too prone to lenity in our criticisms whenever we find that a reasonable amount of intellectual labour has been brought to the task. But if learned writers will put forth, under the sounding title of Treatises on the Law, collections of mere scraps of information, the formation of which can hardly have cost them the labour that would be bestowed in answering a case, they can scarcely deem it a harsh measure, that they should be denied the merit of usefulness, when they have not laboured to become useful. It is just however to add, that some of Mr. Burke's statements of the Law are very neat and well put; that, except on the points to which we have referred, we find nothing calculated to mislead; and that the third chapter contains a convenient analysis of the Copyright in Designs Act, 5 & 6 Vict. c. 100.

### London Gazettes.

TUESDAY, DECEMBER 20.

#### BANKRUPTS.

WILLIAM BUTLER, Holborn-hill, victualler, Dec. 30 at half-past 1, and Feb. 3 at 12, Court of Bankruptcy, London: Off. Ass. Alsøger; Sols. Staniland & Long, 9, Bouverie-st., Fleet-st.—Fiat dated Dec. 15.

WILLIAM WASHINGTON MANSELL, Alfred-st., Bedford-sq., bill broker and commission agent, Jan. 6 at 10, and Feb. 10 at 11, Court of Bankruptcy, London: Off. Ass. Whitmore; Sol. Ashurst, Cheapside.—Fiat dated Dec. 17.

ROBERT PERCIVAL, Hockerill, Bishop's Stortford, Hertfordshire, innkeeper, Dec. 29 and Jan. 30 at 1, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Loughborough, 23, Austin-friars.—Fiat dated Dec. 17.

JOHN DUNCAN, Lombard-street, cloth merchant, Dec. 27 and Jan. 27 at 1, Court of Bankruptcy, London: Off. Ass. Green; Sols. Richardson & Co., Golden-square.—Fiat dated Dec. 15.

WILLIAM ASHCROFT, jun., Arbour-square, Commercial-road, coopers and yeast merchants, Dec. 27 and Jan. 27 at 2, Court of Bankruptcy, London: Off. Ass. Gibson; Sols. Norris & Co., Bartlett's-buildings.—Fiat dated Dec. 17.

JOSEPH JAMES DELL, Strand, St. Clement Dances, tavern and hotel keeper and wine and spirit merchant, Jan. 3 at 11, and Feb. 1 at 1, Court of Bankruptcy, London: Off. Ass. Lackington; Sol. Dale, Furnival's-inn.—Fiat dated Dec. 16.

**AUGUSTUS DIETRICH BROKOVSKI**, High-st., Wapping, ship chandler, dealer in anchors, chain cables, oil, paint and colours, Dec. 30 at 11, and Feb. 1 at 2, Court of Bankruptcy, London: Off. Ass. Lackington; Sols. Lindsay & Mason, Cateaton-str.—Fiat dated Dec. 10.

**WILLIAM WEBB**, Liverpool, ironmonger, Jan. 6 at 1, and Feb. 14 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Follett; Sols. Frodsham, Liverpool; Gregory & Co., 1, Bedford-row.—Fiat dated Dec. 3.

**WILLIAM WRIGHT**, Burslem, Staffordshire, baker and confectioner, Jan. 2 at 2, and Jan. 23 at half-past 11, District Court of Bankruptcy, Birmingham: Off. Ass. Bittleston; Sols. J. & W. Ward, Burslem.—Fiat dated Dec. 16.

**DANIEL MATTHEWS**, Pendleton, Lancashire, victualler, Jan. 4 at 1, and Feb. 1 at 12, Manchester District Court of Bankruptcy: Off. Ass. Fraser; Sols. Chapman & Roberts, Manchester; Chester & Toulmin, Staple-inn.—Fiat dated Dec. 15.

#### MEETINGS.

*Henry Edlin*, Brighton, Sussex, hotel and tavern keeper, Jan. 13 at 1, Court of Bankruptcy, London, last ex.—*Edw. Smith*, Laurence-lane, woollen warehouseman, Jan. 12 at 11, Court of Bankruptcy, London, last ex.—*Samuel Jacobson*, Newcastle-upon-Tyne, picture dealer, Jan. 13 at 12, District Court of Bankruptcy, Newcastle-upon-Tyne, last ex.—*Samuel A. Goddard* and *Rich. Hill*, Birmingham, merchants, Jan. 3 at half-past 11, Birmingham District Court of Bankruptcy, last ex.—*Rich. E. Lee*, Craven-buildings, Drury-lane, printer, Jan. 13 at half-past 1, Court of Bankruptcy, London, aud. ac.—*Hen. Gouger*, Great Winchester-street, merchant, Jan. 10 at half-past 11, Court of Bankruptcy, London, aud. ac.; Jan. 13 at half-past 12, div.—*Benjamin Todhunter*, Mincing-lane, dyersalter, Jan. 12 at 11, Court of Bankruptcy, London, and. ac.—*Thos. Armstrong*, Conduit-st., Paddington, merchant, Jan. 12 at half-past 12, Court of Bankruptcy, London, aud. ac.—*Jos. Till*, Shirley Mills, Hants, brewer, Jan. 12 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Richard C. Gray* and *Hen. T. Gray*, Grosvenor-place, Commercial-road East, Marine-place, Commercial-road East, and Upper Stamford-st., Blackfriars-road, rope makers, Jan. 12 at 12, Court of Bankruptcy, London, aud. ac.—*Fred. Clark*, Portman-st., Portman-sq., auctioneer, Jan. 12 at 1, Court of Bankruptcy, London, aud. ac.—*Geo. G. Nicol*, Adam-st., Adelphi, merchant, Jan. 12 at half-past 1, Court of Bankruptcy, London, and. ac.—*Morris Schlesinger* and *Mich. Sam. Schlesinger*, Basinghall-st., merchants, Jan. 12 at 2, Court of Bankruptcy, London, aud. ac.—*Charles Stratton*, Nine-elms, Surrey, and Commercial-road, Lambeth, timber merchant, Jan. 9 at 11, Court of Bankruptcy, London, aud. ac.; Jan. 13 at half-past 11, fin. div.—*Wm. Walford*, Great Winchester-st., merchant, Jan. 10 at 11, Court of Bankruptcy, London, aud. ac.—*Jon. Thompson*, Oxford-st., and Cheapside, dealer in paper hangings, Jan. 10 at half-past 11, Court of Bankruptcy, London, aud. ac.—*H. Baker*, Mark-lane, merchant, Jan. 10 at 11, Court of Bankruptcy, London, aud. ac.—*Edm. Hen. Labatt*, Mincing-lane, merchant, Jan. 10 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Harry C. Jeffreys*, Much Wenlock, Shropshire, miller, Jan. 13 at 1, Birmingham District Court of Bankruptcy, aud. ac.—*Hen. C. Carter*, Sussex-terrace, Hamersmith, carpenter, Jan. 17 at 1, Court of Bankruptcy, London, div.—*Rob. Holdsworth*, Carew Hunt, and *Edw. O. Smith*, Old Broad-street, London, and Hamburg, Germany, merchants, Jan. 10 at 2, Court of Bankruptcy, London, div. joint and sep. est.—*Chas. Boldero*, *Edw. Gale Boldero*, *Sir Henry Lushington, Bart.*, and *Henry Boldero*, Cornhill, bankers, Jan. 10 at 12, Court of Bankruptcy, London, fin. div.—*H. F. Delamain*, St. Mary-at-Hill, wine merchant, Jan. 11 at half-past 1, Court of Bankruptcy, London, div.—*I. Forth*, Castle-st., Southwark, Surrey, hatter, Jan. 11 at 2, Court of Bankruptcy, London, div.—*John Spark Aird*, East Herington, Durham, cattle salesman, Jan. 11 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, fin. div.

#### CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

*Wm. Haskayne*, Liverpool, ship-chandler, Jan. 10, Court of Bankruptcy, London.—*John Fisher* and *Geo. Hen. Fisher*, Manchester, Manchester warehousemen, Jan. 10, Court of Bankruptcy, London.—*Thomas Wanklyn*, Manchester, and Grabbatch, Staffordshire, flax-spinner, Jan. 10, Court of Bankruptcy, London.—*Wm. Brocktopp*, High-street, Southwark,

Surrey, grocer and cheesemonger, Jan. 10, Court of Bankruptcy, London.—*Hen. Castle*, Lucas-st., Rotherhithe, Surrey, ship-owner, Jan. 10, Court of Bankruptcy, London.—*Hen. Nottage*, Kingston-upon-Thames, Surrey, builder, Jan. 10, Court of Bankruptcy, London.—*John Young*, New-cut, Lambeth, Surrey, victualler, Jan. 10, Court of Bankruptcy, London.—*Wm. Mearns*, Liverpool, shawl-dealer, Jan. 11 at 11, Liverpool District Court of Bankruptcy.—*G. Biggs*, Coal Exchange, Lower Thames-street, coal-merchant, Jan. 10 at 11, Court of Bankruptcy, London.—*Robert Keen*, Old George-yard, Snow-hill, London, cheese factor, Jan. 11 at 11, Court of Bankruptcy, London.—*Rich. Field*, Moreton in the Marsh, Gloucestershire, corn-merchant, Jan. 10 at half-past 2, Court of Bankruptcy, London.—*Augustus Applegath*, Crayford, Kent, silk printer, Jan. 10 at half-past 1, Court of Bankruptcy, London.—*Michael Danks*, Hatton-garden, carpet warehouseman, Jan. 10 at 1, Court of Bankruptcy, London.—*John Goodered, sen.*, Piccadilly, fishmonger, Jan. 10 at 2, Court of Bankruptcy, London.—*Hen. T. Woolter*, Bucklersbury, merchant, Jan. 10 at 3, Court of Bankruptcy, London.—*Joseph Vanderlyn*, Houndsditch, tailor, Jan. 11 at 12, Court of Bankruptcy, London.—*Geo. Walton*, Kingsland-road, timber-merchant, Jan. 19 at half-past 2, Court of Bankruptcy, London.—*Hen. Chas. Farrow*, King William-street, London, wine-merchant, Jan. 12 at 2, Court of Bankruptcy, London.—*David Lawson*, Marylebone-street, Piccadilly, woollen-draper, Jan. 25 at 11, Court of Bankruptcy, London.—*John Robins*, London-wall, carrier, Jan. 19 at 2, Court of Bankruptcy, London.—*James Brown* and *Robert Humphreys*, High-street-place, White Horse-lane, Stepney, manufacturers of ship's controllers, Jan. 11 at 11, Court of Bankruptcy, London.—*Samuel Stockton*, Long-yard, Lamb's Conduit-street, wine-cooper, Jan. 17 at 11, Court of Bankruptcy, London.—*Stephen Forster*, Gateshead, Durham, iron-founder, Jan. 11 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne.—*John Bowler*, Walsall, Staffordshire, carpenter, Jan. 13 at 11, District Court of Bankruptcy, Birmingham.—*John Chas. Rawdon*, Leeds, and Huddersfield, Yorkshire, wool-merchant, Jan. 12 at 12, District Court of Bankruptcy, Leeds.—*Thomas Dixon*, Kirkgate, Leeds, grocer, Jan. 17 at 12, District Court of Bankruptcy, Leeds.—*John Sutcliffe*, Halifax, Yorkshire, grocer, Jan. 20 at 11, District Court of Bankruptcy, Leeds.—*William Milnes*, Leeds, woolstapler, Jan. 16 at 12, District Court of Bankruptcy, Leeds.—*Job Jackson*, Burslem, Staffordshire, earthenware manufacturer, Jan. 11 at 1, District Court of Bankruptcy, Birmingham.—*John C. Jackson*, Burslem, Staffordshire, earthenware manufacturer, Jan. 11 at 12, District Court of Bankruptcy, Birmingham.—*Geo. Danl. Carey*, Basford, Nottinghamshire, hat manufacturer, Jan. 13 at half-past 1, District Court of Bankruptcy, Birmingham.—*Thos. Todd*, Manchester, dealer in cotton and woollen goods, Jan. 12 at 1, District Court of Bankruptcy, Manchester.—*David Holt*, Manchester, broker, Jan. 20 at 1, District Court of Bankruptcy, Manchester.—*Joseph Bradbury* and *Ralph Bradbury*, Greenacres-moor, Oldham, Lancashire, cotton-spinners, Jan. 13 at 12, District Court of Bankruptcy, Manchester.—*Jos. Tomkinson*, Manchester, joiner, Jan. 12 at 12, District Court of Bankruptcy, Manchester.

#### FIAT ANNULLED.

*Stuart Ray*, Duke-street, St. James's, bookbinder.

#### PARTNERSHIPS DISSOLVED.

*Christopher Rymer* and *Henry Bourne*, Wolsingham, Durham, attorneys and solicitors.—*John Wood* and *John Wood, jun.*, Woodbridge, Suffolk, attorneys and solicitors.—*William Baitye* and *Chas. Firth*, Birstal, Yorkshire, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Rbt. Davidson*, Dundee, iron-merchant.—*David Kelly*, merchant, and *John Doull*, Pultneytown, Wick, quarrier.—*Geo. Henderson, sen.*, *Wm. Richd. Henderson*, and *Geo. Henderson, jun.*, Largs, Ayrshire, wool-spinners.—*John Scotland* and *Walter Watson*, Dunfermline, manufacturers.—*Hugh Ritchie*, Saltcoats, merchant.—*Robt. Brown*, Edinburgh, painter.

#### INSOLVENT DEBTORS.

Saturday, Dec. 17, 1842.

The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.

*Charles Jones*, Pool, Montgomeryshire, cooper, No. 61,328 C.; *Edward Davies*, assignee.—*John Prosser*, Brecon, vic-



toaller, No. 56,300 C.; J. C. Kent, assignee.—*H. Tomlinson*, Birmingham, printer, No. 46,967 C.; Wm. H. Geere, assignee.—*George Evans*, Birmingham, whip manufacturer, No. 60,762 C.; Wm. Clark, assignee.—*Wm. Dingley*, Birmingham, licensed retail brewer, No. 61,403 C.; Wm. Clarke, assignee.—*Francis James*, Probus, Cornwall, labourer in husbandry, No. 60,719 C.; George Roberts, assignee.—*James Dearden*, Toxteth-park, Liverpool, coal dealer, No. 60,858 C.; John Deakin, assignee.—*Wm. Tucker*, West Down, Devonshire, out of business, No. 61,333 C.; J. E. J. Riccard, assignee.—*Thos. Robey*, Chester, butcher, No. 61,327 C.; T. Fletcher, assignee.—*Thomas Knight*, jun., Snow-hill, jobbing carpenter, No. 53,164 T.; Joseph Phillips, assignee.—*Wm. K. J. Wilson*, Richmond-terrace, Dalston, master mariner, No. 52,935 T.; Cornelius Leary, assignee.—*John Evans*, Pencarlan, Cadoxton juxta Neath, Glamorganshire, labourer, No. 60,444 C.; Philip Vaughan, assignee.—*George Grist*, Birmingham, whip manufacturer, No. 61,534 C.; Wm. Clark, assignee.—*John North*, Huddersfield, Yorkshire, innkeeper, No. 60,547 C.; Thos. Blenkhorn, assignee.—*J. Edmundson*, Manchester, ale dealer, No. 60,789 C.; Thos. Berridge, assignee.—*Joseph Cooper*, Upper Ebury-st., Pimlico, picture dealer, No. 53,948 T.; John Wallis, assignee.—*Servis Jones*, Llanvachva Lower, Monmouthshire, publican, No. 59,905 C.; Richard Waters, new assignee, in the place of Joseph Duffield, deceased.—*John Jefferis*, Maryland-place, New Dover-road, Surrey, warehousekeeper in the Customs, No. 22,923 T.; James Wood, new assignee, in the place of Christopher Scott, deceased.—*Edward Pearson*, Birmingham, saddler, No. 61,528 C.; Francis King, assignee.—*Thomas Watson*, Bedford-place, Southwark-bridge-road, Surrey, medical student, No. 54,021 T.; Saml. Bullock, assignee.—*Thomas Adams*, jun., Telgumouth, Devonshire, baker, No. 60,776 C.; John Whidborne, assignee.—*James Hook*, Teignmouth, Devonshire, mason, No. 60,835 C.; R. Davey, assignee.—*Samuel Baker*, Birmingham, cordwainer, No. 60,655 C.; William Hughes, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Jan. 10, at 9.*

*Joshua J. Ashley*, Royal Exchange Excise-yard, Old Broad-st., general commission agent.—*John Mayson*, Basing-lane, importer of cigars.—*William Barnes*, Adam-st., Rotherhithe, barge builder's labourer.—*J. Poole*, Kingston-upon-Thames, Surrey, dealer in fruit.—*Richard Perkins*, Upper-st., and Pic Bull-yard, Theberton-st., Upper-st., Islington, upholsterer.—*Richard Mills*, King-st., Southwark, smith.—*James Scanes*, Red Lion-court, Spitalfields, locksmith.—*Thomas Walker*, Great Russell-st., Bermondsey, fellmonger.—*John Clifford*, Crown-st., Finsbury, out of business.—*John G. Leonhardt*, Roan-st., Greenwich, Kent, comb manufacturer.—*L. Ash*, Oakley-st., engineer.—*Sarah Hobday*, Savoy-steps, Strand, spinster.—*John W. Martin*, Roan-st., Greenwich, Kent, comb manufacturer.—*John Henry Hack*, East-st., Walworth-road, ivory brush maker.—*Joseph Harris*, Princes-st., Union-st., Southwark, cowkeeper.

#### Adjourned.

*Moses Nathan*, Leman-st., Goodman's-fields, broker.

*Jan. 12, at the same hour and place.*

*John J. Benson*, Pump-row, Old-st.-road, St. Luke's, out of business.—*Jos. Joel*, St. James-place, Aldgate, dealer in steel pens.—*Thomas Arnett*, Bury-st., St. James's, out of business.—*Robert H. Probert*, Seward-st., St. Luke's, brass founder.—*Stephen Geary*, Hamilton-place, New-road, architect.—*John Orton*, Church-st., Bermondsey, Surrey, clerk to a vinegar manufacturer.—*Henry Owen*, Upper Stamford-st., Blackfriars-road, commercial traveller.—*George Woodman*, Whitehall-place, Kentish-town, tailor.—*Francis John Cox*, Ewell, Surrey, dealer in pigs.—*Joseph Lane*, Wood-st., King-sq., Middlesex, out of business.—*Charles Worth*, Gower-place, Euston-sq., carpenter.—*Henry Martin*, Upper York-place, Brompton, tailor.—*Cesare Ungheretti*, Seymour-crescent, Euston-sq., general commission agent.—*Saml. H. Leah*, jun., Romford, Essex, furniture broker.—*Anestine Hilaire*, Great Portland-st., Marylebone, milliner.

#### INSOLVENT DEBTORS' DIVIDENDS.

*John Brown*, jun., Leicester, hosier's apprentice, Dec. 23, Dudley's, Leicester: 10s. in the pound.—*Stephen Grundy*, Liverpool, landing waiter in the Customs, Dec. 27, Grocott's, Liverpool: 2s. in the pound (in addition to a former div. of 4s.

in the pound).—*Adam Taylor*, Bury, Lancashire, hatter, Barrow's, Rochdale: 17s. 11d. in the pound.

#### MEETINGS.

*Elizabeth Ortelli*, Cross-st., Hatton-garden, widow, Jan. 11 at half-past 10, Insolvent Debtors' Court, Lincoln's-inn-fields, pr. d.—*Daniel Cherry*, Owen-sq., Sculcoates, Kingston-upon-Hull, shipwright, Jan. 7 at 11, Colbeck & Thompson's, Hull, sp. affairs.

#### FRIDAY, DECEMBER 23.

#### BANKRUPTS.

**THOMAS BLASON**, Ecton, Northamptonshire, innkeeper, Dec. 29 at 2, and Feb. 3 at 11, Court of Bankruptcy, London: Off. Ass. Pennell; Sol. Fell, jun., Northampton.—Fiat dated Dec. 16.

**CHARLES JONES**, Devereux's-court, Strand, hotel and tavern keeper, and wine and spirit merchant, Jan. 5 at 12, and Feb. 2 at 11, Court of Bankruptcy, London: Off. Ass. Green; Sol. Austin, Threadneedle-st.—Fiat dated Dec. 20.

**WILLIAM BOWLER**, Castle-lane, Southwark, comb maker, Jan. 7 at half-past 1, and Jan. 31 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. Collins & Rigley, 5, Bridge-st., Blackfriars.—Fiat dated Dec. 17.

**GIOVANNI BATTISTA SALVI**, Duke-st., Portland-place, wine merchant, Jan. 14 at 2, and Feb. 3 at 11, Court of Bankruptcy, London: Off. Ass. Groom; Sols. Lovell & Halliwell, 4, Great Ryder-street, St. James's.—Fiat dated Dec. 12.

**JOHN BENNETT**, Bangor-place, King's-road, Reading, Berkshire, railroad contractor, and brick maker, Jan. 3 at 12, and Feb. 8 at 11, Court of Bankruptcy, London: Off. Ass. Johnson; Sol. Wansey, 3, Lothbury.—Fiat dated Dec. 8.

**JOHN BUCKTHOUGHT**, East Looe, Cornwall, carrier, Jan. 4 and Feb. 9 at 12, District Court of Bankruptcy, Exeter: Off. Ass. Hirtzel; Sols. Lockyer & Bulteel, Plymouth; Surr. Lombard-st.—Fiat dated Dec. 8.

**GEORGE RICHMOND**, Cowley, Oxfordshire, corn dealer and coal merchant, Jan. 7 at half-past 12, and Jan. 31 at half-past 1, Court of Bankruptcy, London: Off. Ass. Whitmore; Sols. T. Mallam, jun., Oxford; Cox & Williams, 62, Lincoln's-inn-fields.—Fiat dated Dec. 21.

**THOMAS FRASER**, Brook-st., Bond-st., Italian warehouseman, Jan. 10 at 11, and Jan. 24 at 1, Court of Bankruptcy, London: Off. Ass. Lackington; Sols. Moseley & Channell, Bedford-st., Covent-garden.—Fiat dated Dec. 21.

**ROBERT BARNES**, Newcastle-upon-Tyne, tanner and shipwright, Jan. 4 at 11, and Jan. 27 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne: Off. Ass. Baker; Sols. Philipson, Newcastle-upon-Tyne; Meggison & Co., 3, King's-road, Bedford-row.—Fiat dated Dec. 20.

**CHARLES ALLEN**, Walsall, Staffordshire, saddler and saddlers' tool manufacturer, Jan. 4 at 2, and Jan. 26 at half-past 11, District Court of Bankruptcy, Birmingham: Off. Ass. Whitmore; Sol. G. P. Hill, Birmingham.—Fiat dated Dec. 14.

**HENRY PITT**, Selby, Yorkshire, wine and spirit merchant, and tea and coffee merchant, Jan. 5 and Feb. 2 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Fearnie; Sols. Bunney & Preston, Hull.—Fiat dated Dec. 20.

**JOHN HERRING** and **WILLIAM HERRING**, Newcastle-upon-Tyne, merchants, Dec. 28 at 1, and Jan. 27 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne: Off. Ass. Baker; Sols. Ingledew, Newcastle-upon-Tyne; Williamson & Hill, Gray's-inn.—Fiat dated Dec. 17.

**JAMES GREGORY**, Sheffield, Yorkshire, manufacturer of table knives and razors, Jan. 4 at 1, and Jan. 25 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Freeman; Sol. Broomhead, Sheffield.—Fiat dated Dec. 20.

#### MEETINGS.

*Edward Thos. Murray*, Church-street, Southwark, leather seller, and Great George-st., Bermondsey, Surrey, japanner, Jan. 3 at 11, Court of Bankruptcy, London, pr. d.—*James Palmer*, Lynn, Norfolk, draper, Jan. 11 at 2, Court of Bankruptcy, London, last ex.—*John B. Lodge*, Gerrard-st., Soho, and New Bond-street, bath proprietor, Jan. 3 at half-past 11, Court of Bankruptcy, London, last ex.—*Thos. Chapman*, jun., Chenies-st., Tottenham-court-road, and Great George-st., Euston-sq., dairyman, Jan. 3 at half-past 10, Court of Bankruptcy, London, last ex.—*Adm. Jacob*, Manchester, merchant,

Jan. 3 at 11, District Court of Bankruptcy, Manchester, last ex.—*Jos. Suffolk*, Birmingham, bridle cutler, Jan. 2 at 11, Birmingham District Court of Bankruptcy, last ex.—*Joseph Lindon*, Plymouth, Devonshire, merchant, Jan. 4 at 10, Court of Bankruptcy, Exeter District, last ex.—*J. Coats*, St. John-street, Middlesex, draper, Jan. 18 at 1, Court of Bankruptcy, London, aud. ac.—*Ed. Massey* and *Rich. Lambert*, Watling-street, City of London, warehousemen, Jan. 17 at half-past 1, Court of Bankruptcy, London, aud. ac.—*Jas. Beagley*, High-st., Camden-town, victualler, Jan. 16 at 2, Court of Bankruptcy, London, aud. ac.—*J. Jones*, New-road, Whitechapel-road, stationer, Jan. 16 at half-past 12, Court of Bankruptcy, London, aud. ac.—*William Johnson*, Shrewsbury, Shropshire, leather dealer, Jan. 18 at 1, Birmingham District Court of Bankruptcy, aud. ac.—*Wm. Fletcher*, Birmingham, oil and colour man, Jan. 14 at 11, Birmingham District Court of Bankruptcy, aud. ac.; Jan. 25 at 12, p. d.—*Benj. J. Wood*, Liverpool, optician, Jan. 18 at 12, District Court of Bankruptcy, Liverpool, aud. ac.—*Jas. France*, Manchester, cotton manufacturer, Jan. 14 at 12, District Court of Bankruptcy, Manchester, aud. ac.; Jan. 16 at 12, div.—*William Gorsuch*, Liverpool, hotel keeper, Jan. 19 at 12, District Court of Bankruptcy, Liverpool, aud. ac.—*Jas. Tomlin* and *Wm. Men*, St. Michael's-alley, Cornhill, ship owners, Jan. 13 at half-past 11, Court of Bankruptcy, London, div. sep. est. *J. Toulmin*.—*W. Stewart*, Ladgate-hill, muslin manufacturer, Jan. 10 at 12, Court of Bankruptcy, London, div.—*Sam. Moore*, King William-st., London-bridge, woollen draper, Jan. 13 at half-past 12, Court of Bankruptcy, London, div.—*Isaac Sealy*, Keswick, Cumberland, edge-tool manufacturer, Jan. 14 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne, div.

## CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

*Wm. Gooding*, Chatham, Kent, shoemaker, Jan. 17 at half-past 11, Court of Bankruptcy, London.—*Chas. O'Neil*, Newman-street, Oxford-street, picture-dealer, Jan. 13, Court of Bankruptcy, London.—*Robt. Wilson*, Aldermanbury, hosiery, Jan. 17 at 12, Court of Bankruptcy, London.—*William Waters*, Chepstow, Monmouthshire, timber-merchants, Jan. 19 at 1, District Court of Bankruptcy, Bristol.—*Thos. Benson*, Darlington, Durham, grocer, Jan. 17 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne.—*Francis Jordan*, Saint Helen's, Lancashire, miller, Jan. 17 at 11, District of Bankruptcy, Liverpool.—*Robt. Brown*, East Stour, Dorsetshire, miller, Jan. 14 at 1, Court of Bankruptcy, London.—*Edwd. Massey* and *Richd. Lambert*, Watling-street, warehouseman, Jan. 17 at half-past 11, Court of Bankruptcy, London.—*Chas. Gatehouse*, Chichester, brewer, Jan. 19 at 12, Court of Bankruptcy, London.—*R. Steam* and *R. Steam*, Coventry, ribbon manufacturers, Jan. 18 at half-past 11, District Court of Bankruptcy, Birmingham.—*John Matthews*, Ledbury, Herefordshire, builder, Jan. 17 at 11, District Court of Bankruptcy, Birmingham.—*John Edwards*, Shrewsbury, Shropshire, banker, Jan. 18 at half-past 12, District Court of Bankruptcy, Birmingham.—*Francis Arthur*, Birmingham, coachmaker, Jan. 17 at 11, District Court of Bankruptcy, Birmingham.—*Jas. Barlow*, Lichfield, ironmonger, Jan. 18 at half-past 11, District Court of Bankruptcy, Birmingham.—*John Hen. Anderson*, Manchester, printer, Jan. 24 at 12, District Court of Bankruptcy, Manchester.—*John Ford*, Stockport, Cheshire, hat manufacturer, Jan. 13 at 12, District Court of Bankruptcy, Manchester.—*Thos. Johnson*, Liverpool, printer, Jan. 13, Court of Bankruptcy, London.—*Robt. Lyon*, High Holborn, cabinet-maker, Jan. 13, Court of Bankruptcy, London.—*A. Bower*, Basford, Staffordshire, banker, Court of Bankruptcy, London.—*James Butterworth*, Heywood-mill, near Mosley, Ashton-under-Lyne, Lancashire, cotton-spinner, Jan. 13, Court of Bankruptcy, London.—*Henry Jacob*, Manchester, merchant, Jan. 13, Court of Bankruptcy, London.—*Andrew F. Donovan*, Liverpool, merchant, Jan. 13, Court of Bankruptcy, London.—*Wm. Miles*, Southampton, boot-maker, Jan. 13, Court of Bankruptcy, London.—*Thomas Wooster*, jun., Liverpool-street, London, merchant, Jan. 13, Court of Bankruptcy, London.—*Hen. Coker*, Wood-street, Cheapside, woollen warehouseman, Jan. 13, Court of Bankruptcy, London.—*Geo. Francis Sizer*, Worcester, linen-draper, Jan. 13, Court of Bankruptcy, London.—*John Flood*, Dean-street, Westminster, surgeon, Jan. 13, Court of Bankruptcy, London.—*Joseph Simpson*, Coal-harbour-lane, Camberwell, licensed victualler, Jan. 13, Court of Bankruptcy, London.—*Richard*

*Bainbridge*, Leeds, wool-stapler, Jan. 13, Court of Bankruptcy, London.—*A. Christie*, Eastcheap, spirit-merchant, Jan. 13, Court of Bankruptcy, London.—*John Bryant*, King William-street, West Strand, bookseller, Jan. 13, Court of Bankruptcy, London.—*Antonio Mathe* and *Stephen Moore*, Liverpool, merchants, Jan. 13, Court of Bankruptcy, London.—*John Frankland* and *Thos. Frankland*, Liverpool, merchants, Jan. 13, Court of Bankruptcy, London.—*Wm. Urghart*, Wellington-st., Strand, merchant, Jan. 13, Court of Bankruptcy, London.—*Abraham Fletcher*, jun., Cheetham, Manchester, stuff merchant, Jan. 13, Court of Bankruptcy, London.—*Ed. Mountford* and *Fredk. Mountford*, Bath, drapers, Jan. 13, Court of Bankruptcy, London.—*Julius E. Beerbohm* and *W. Edmund Slaughter*, Fenchurch-st., merchants, Jan. 13, Court of Bankruptcy, London.—*Daniel Andros*, Great Budworth, Cheshire, salt merchant, Jan. 13, Court of Bankruptcy, London.—*Peter Williams*, Wood-street, Manchester warehouseman, Jan. 13, Court of Bankruptcy, London.—*John B. David Dearberg*, Fore-street, London, and Coventry, silk manufacturer, Jan. 13, Court of Bankruptcy, London.—*Jos. Hayward*, Manchester, bookseller, Jan. 13, Court of Bankruptcy, London.—*Jos. Scott*, Wood-st., Cheapside, woollen warehouseman, Jan. 13, Court of Bankruptcy, London.—*T. Maguire*, Liverpool, publican, Jan. 13, Court of Bankruptcy, London.—*Robt. Spencer*, Newcastle-upon-Tyne, scrivener, Jan. 14 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne.—*Geo. Dodson*, Boston, Lincolnshire, wool-dealer, Jan. 17 at half-past 11, District Court of Bankruptcy, Birmingham.—*Henry Budd*, Birmingham, cigar dealer, Jan. 18 at 11, District Court of Bankruptcy, Birmingham.—*Joshua Wood*, *Jas. Wood*, *Jos. Wood*, *Richard Wood*, *John Wood*, and *Charles Woodall*, Denby-dale, Cumberworth, Silkstone, Yorkshire, fancy cloth manufacturers, Jan. 16 at 11, District Court of Bankruptcy, Leeds.—*John Thorp*, Manchester, merchant, Jan. 20 at 11, District Court of Bankruptcy, Manchester.—*William Whitehall*, Fore-st., London, and Coventry, silk manufacturer, Jan. 13, Court of Bankruptcy, London.—*Fred. Alaking*, Langley-st., Long-acre, carrier, Jan. 13, Court of Bankruptcy, London.—*John Mills*, London-wall, canal carrier, Jan. 13, Court of Bankruptcy, London.—*John Shury*, Charterhouse-st., Middlesex, engraver, Jan. 13, Court of Bankruptcy, London.

## SCOTCH SEQUESTRATIONS.

*Jas. Smith*, sen., Leven, Fifeshire, shipowner.—*J. Thompson*, Greenock, coal merchant.—*Wm. Drysdale*, jun., and *Son*, Alva, woollen manufacturers.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Jan. 13 at 9.

*Thos. A. Driver*, Sarah-place, Old-street-road, auctioneer.—*Wm. Rodney Pearce*, Great Guildford-st., Southwark, hair dresser.—*Thomas Goodhugh*, Lamb's Conduit-street, fancy stationer.—*Richard W. Barnard*, William-pl., Creek-bridge-road, Deptford, waterman.—*Fred. Hen. Brown*, Curtain-rd., Shoreditch, upholsterer.—*Wm. Armstrong*, Barnsbury-street, Islington, town traveller.—*William Hooper*, Hersham, near Esher, Surrey, builder.—*J. Parker*, Catherine-house, Blackheath-road, corn dealer.—*Robert Panormo*, Tonbridge-place, New-road, St. Pancras, teacher of music.—*Geo. Heath*, Hook, Kingston-upon-Thames, Surrey, labourer.—*Sam. W. Gale*, Basing-lane, importer of cigars.—*Jas. Pet. Willet*, Horley, near Reigate, Surrey, farmer.—*Sam. Lyon*, Great Guildford-street, Southwark, commercial traveller.—*John Jefferis*, Cannon-st., commercial traveller.—*Hen. Staffell*, Apothecaries'-hall, Water-lane, Blackfriars, storekeeper to the Apothecaries' Company.

Jan. 16, at the same hour and place.

*Moses Simmons*, Upper Whitecross-st., St. Luke's, iron-plate worker.—*John Pratt*, Bushey, Hertfordshire, bricklayer.—*John Newton*, Seething-lane, Tower-st., milkman.—*Wm. Powell*, jun., John-st., Webb-st., Bermondsey, Surrey, out of business.—*Ephraim Drain*, Little Bell-alley, Moorgate-street, woollen draper.—*Thomas Legge*, Bath-street, Birdcage-walk, Hackney-road, cabinet maker.—*Rich. Chalener*, King's-cross, Battle-bridge, and Weston-st., Somers'-town, beer seller.—*W. Holt*, Princes-st., Edgeware-road, Mary-le-bone, tailor.—*J. Edmonds*, Charing-cross, dairyman.—*R. Snell*, Wright's-buildings, Salmon's-lane, Limehouse, bricklayer.—*Edmund Andrews*, Cold Bath-aq., Clerkenwell, barman.—*John Glasscock*, Bermondsey-st., Surrey, baker.—*Thomas Morris*, Sun-

wharf, Narrow-st., Ratcliffe, and Union-wharf, Bromley, near Bow, coke merchant.

#### INSOLVENT DEBTORS' DIVIDENDS.

*William Walsley*, Samlesbury, near Preston, Lancashire, farmer: 5s. 11d. in the pound.—*James Wm. Wallack*, Brighton, Sussex, comedian: 1s. 1½d. in the pound.—*S. Bolton*, Kettering, Northamptonshire, innkeeper: 3s. 3d. in the pound.—*J. T. Hewish*, Swaffham, Cambridgeshire, tailor: 3s. 5½d. in the pound.—*James Hillier*, Hartwell, near Northampton, publican: 4s. 3½d. in the pound.—*John Burgess*, Kingston-upon-Hull, cattle dealer: 7d. in the pound.—*John Whitehead*, New-road, Fitzroy-sq., statuary and mason: 20s. in the pound.—*O. Paul*, East Grimstead, Sussex, plumber: 3s. in the pound.—*Zachariah Stevens*, Empingham, Rutlandshire, farmer: 2s. 8½d. in the pound.—*Chas. Hinse*, Boston, Lincolnshire, tailor: 1s. in the pound.

Apply at the *Provisional Assignee's Office*, Portugal-street, Lincoln's-inn-fields, between the hours of 10 and 1.

*George Beaumont*, Wellgate, Rotherham, Yorkshire, cheese factor, Jan. 10, Oxley's, Rotherham, and Court-house, Portugal-street, Lincoln's-inn-fields: 5s. 3d. in the pound.

#### MEETINGS.

*Peter Reddcliffe*, Marytavy, Devonshire, Jan. 16 at 11, Tavistock Bank, Tavistock, sp. affairs.—*M. Empson*, Kingston-upon-Hull, attorney at law, Jan. 11 at 12, Beverley Arms Inn, Beverley, sp. affairs.—*Thomas Binks*, New-town, Mile-end, Middlesex, out of business, Jan. 10 at 12, Overton & Hughes's, 25, Old Jewry, sp. affairs.

**MASTERS IN CHANCERY.**—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—*James Gilbard jun.*, of Devonport; *William Henry Wall*, of Tunbridge Walls, Kent; *John Stallard*, of Worcester; *William Banks*, of Preston, Lancashire; *Thomas Woodburn jun.*, of Liverpool; *Henry Edward Silvester*, of Beverley, Yorkshire; *James Tassell*, of Faversham, Kent.

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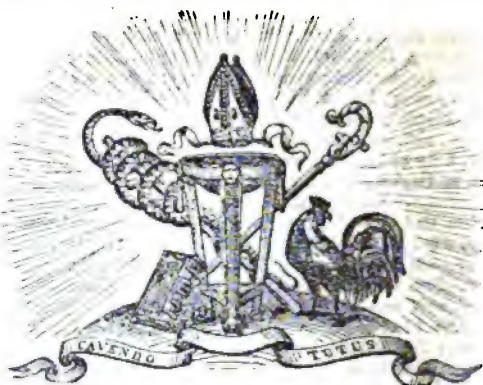
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20	1	0	6	1	1	8	2	0	6	4	1	9	5	1	11	0	3	5	4
21	1	0	8	1	1	9	2	1	5	4	2	1	9	1	11	9	3	7	0
22	1	0	9	1	1	10	2	2	4	4	3	1	10	0	12	6	3	9	0
23	1	0	10	1	1	11	2	3	3	4	4	1	10	1	13	7	3	11	0
24	1	0	11	1	2	0	2	4	2	4	5	1	12	2	14	8	3	13	0
25	1	1	0	1	2	2	2	5	2	4	6	1	12	6	16	0	3	15	6
26	1	1	2	1	2	6	2	6	2	4	7	1	13	5	17	8	3	18	0
27	1	1	3	1	2	9	2	7	2	4	8	1	14	4	19	6	4	1	0
28	1	1	4	1	3	2	2	8	2	4	9	1	15	4	2	1	5	4	0
29	1	1	5	1	3	5	2	9	3	5	0	1	16	11	2	3	10	4	3
30	1	2	1	1	4	1	2	10	4	5	1	1	17	2	6	6	14	10	6
31	1	3	0	1	4	6	2	11	6	5	2	1	19	7	2	9	8	14	0
32	1	3	8	1	5	3	2	12	8	5	3	2	4	8	2	13	0	17	6
33	1	4	3	1	6	0	2	13	11	5	4	2	6	8	2	16	6	5	1
34	1	5	0	1	6	7	2	15	2	5	5	2	8	8	3	0	4	5	0
35	1	5	2	1	7	2	2	16	6	5	6	2	12	4	4	5	9	0	0
36	1	5	10	1	8	0	2	17	10	5	7	2	16	9	3	8	6	5	13
37	1	6	5	1	8	6	2	19	3	5	8	3	0	9	3	12	8	5	17
38	1	7	8	1	9	1	3	0	8	5	9	3	5	10	3	17	2	6	2
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# The Jurist

No. 312.

LONDON, DECEMBER 31, 1842.

PRICE 1s.

\* \* *The following are the Names of the Gentlemen who favour THE JURIST with Reports of Cases argued and decided in the several Courts of Law and Equity:—*

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LONDON, DECEMBER 31, 1842.

WE have much satisfaction in perceiving that views similar to those that we have on different occasions put forth in the pages of this Journal, on subjects of Law Reform, are now adopted and urged upon the profession and the public by a learned writer, whose position as the author of some well-known professional publications, and as a member of a former Legislature, may communicate to his advocacy greater weight and efficacy than we might hope to attain\*. The subjects to which we allude more particularly, are the irrationality of the present mode of remunerating the labours of lawyers, whether counsel or attorneys, by reference simply to the length of their productions; and the want of some scheme for applying the jurisdiction of Equity to matters in which the amount of the property in question is very small.

On the first of these subjects the remarks of Mr. Stewart entirely support the views which we took in a former number of THE JURIST, (Vol. 4, p. 161), shewing that the present system of regulating the amount of fees by the length of drafts or other papers, tends to produce great delay and waste of money to the suitor, and great loss of valuable time of the profession. Mr. Stewart, however, stops short, as we then did, at pointing out the defect, and does not propose any remedy except a taxation of costs relating to business not incident to judicial proceedings, as well as to the costs of business arising out of litigation. This is to be regretted, as the difficulty of suggesting an improved mode of remunerating professional labour, undoubtedly, far exceeds that of pointing out the defective tendency of the present mode.

There are several modes of remuneration for profes-

\* See Suggestions as to Reform in some Branches of the Law, by James Stewart, Esq., Barrister at Law. Longman. 1842.

sional labour which appear more rational in theory than that at present adopted. But there are none of them, we fear, without some practical defects, the force of which it is not easy to calculate a priori. One of these modes is that adopted in reference to the professional occupations of scientific men, and also frequently adopted in reference to the employment of lawyers on public business, viz. a remuneration upon some fixed scale proportionate to the time employed, as, for instance, a given number of guineas per day. This plan has certainly the merit of regulating the remuneration of professional labour, in some degree by the expenditure of professional skill and mind, and has therefore some tendency to repel verbosity, and to contract the amount of work done within the limits of necessity. But then it has, even in theory, the defect of not taking into account the greater or less difficulty of the particular labour; and therefore it is still open to the objection, that the exertion of greater mental energy and greater rapidity of production, only curtails the profits of the professional man.

Such as it is, this plan however obtains extensively in some professional pursuits. Civil engineers, for instance, and men of science when called upon to give evidence in a Court of Law or before a Parliamentary Committee, are usually thus remunerated; and in reference to those professional occupations the system is found, we believe, to work well. But in applying it to the remuneration of the lawyer, some serious practical difficulties would occur. For instance, suppose a solicitor instructed to prepare certain deeds: While engaged in that occupation, he may be called upon to attend to a variety of others, to see clients, to attend a trial, to examine documents in other matters, to answer without delay the queries of counsel in some pressing business; in fine, he is certain, if in full practice, not to be allowed to attend to one subject for any considerable unbroken period of time. How then is he to ascertain



with any chance of accuracy, what portion of time he has devoted on the whole to each of his separate occupations? And what infinite trouble would be occasioned by the precautions necessary for keeping separate the accounts of business done for his various clients! Or, suppose counsel to be engaged in several causes to be heard about the same time: How would it be possible, consistently with any degree of personal convenience or comfort, for himself or his clerk to be able to say what specific portion of his time each particular brief has engaged? This mode of remuneration may be suited to pursuits in which some subject of considerable extent occupies the time of the professional man for one or more days continuously, but is obviously unsuited for occupations, liable, as those of the lawyer are, in either branch of the profession, to incessant interruptions.

The mode of remuneration adopted towards the physician, is but a form of that of remunerating by reference to time, and would be manifestly wholly inapplicable to the professional business of the lawyer.

The mode most consistent in theory with sound reasoning, would be that of variable fees, proportioned neither to length of documents, nor to mere extent of time occupied, but to the difficulty of the task and the perfection of its performance. But this difficulty then arises in practice,—who is to judge of these qualities? As between the solicitor and his client, it is clear that the client is absolutely incompetent to exercise any such judgment, from total ignorance of the subject; as between counsel and their clients, the client is again not the fitting judge of the difficulty of the task committed to the care of counsel, not because of his ignorance, (for every solicitor properly informed in his profession would be competent to appreciate the difficulties on which he takes the advice of counsel), but because the very fact of its being necessary to commit the transaction of business to counsel, makes it in most cases not only unnecessary, but improper, that the solicitor should put his client to the additional expense of his investigating the same matter. The proposition would remain, that, in either branch of the profession, the party transacting the business should himself be the judge of the difficulty and value of his labours, and determine the amount of the fee accordingly. How far the suitor would acquiesce in such a system—how far he would be disposed to rely in perfect confidence on the integrity of the profession—how far it would contain the vicious principle of making the emolument of the professional man depend on the extent of his self-conceit, rather than the actual strength of his ability, are questions which would require much consideration, before it could be at all safe to entertain the idea of applying it in practice. For ourselves we continue to think as we did, that remuneration by length is founded on very unsound principles; but we are at the same time fully persuaded, that, to find a practically available substitute, is a matter of very great difficulty. Probably, if men of competent ability would consider the subject in earnest, some combination of the mode adopted in the legal profession, with portions of those obtaining in other professions, might be arrived at, which would be found to work successfully.

Our limits will not permit us at present to touch

upon the other subjects of Law Reform which Mr. Stewart discusses\*. Some of them, it will be seen by the subjoined note, are of great importance, and may call for further observation in a subsequent number of THE JURIST.

### SUBMISSIONS TO ARBITRATION.

There is nothing that exhibits in a stronger light the excellence of the forms in common use amongst conveyancers, than the ease and pliability with which they have been capable of being adapted from time to time to the gradual modifications that have taken place in the laws on which they are founded. The addition or the omission of a few words, sometimes even of a single word, has been sufficient for the purpose of embodying the most important alterations introduced by legislative enactment, or by the decisions of the courts. Notwithstanding the great revolution, it may almost be called, that the last ten or twelve years have witnessed in the law of real property, the consequent change in legal forms has not been at all proportionate in extent to the alterations of the law itself. The removal of ancient modes of procedure and conveyance has been considerable; but, to provide a substitute for them, the Legislature has had recourse to forms already in use, which have been accommodated to the altered law by the enlargement of their operation, and with the addition of certain prescribed solemnities. In the statute for the Abolition of Fines and Recoveries especially, this prudent and moderate course has been pursued with remarkable success; and it has been followed, in the practical application of the enactments of that statute, by conveyancers, who have shewn a corresponding disposition to adapt their established precedents to the substituted mode of assurance with the least alteration that might be of their language and structure, and generally without the introduction, where it could possibly be avoided, of any novelty either in substance or expression. Even in those few cases, such as that of the protectorship of the settlement, where the legislative machinery is altogether new, the new apparatus of forms that has become necessary, has been carefully fashioned on some ancient model of an analogous kind. The same wholesome adherence to established precedents on the part of the draftsman, the same capacity of adaptation in the forms which he uses, the same gradual incorporation of the results of judicial determinations and of changes in the statute law, may be observed not only in such instruments as we have mentioned, which are framed with some circumspection and deliberation, but also in those of a more trivial and transitory description, in preparing which there is hardly time to weigh the value of the language that runs from the pen, but in which nevertheless the sentence, the clause, the half-dozen words, on which consequences of the utmost practical utility depend, concentrate the legal inferences laboriously collected from a multitude of cases and authorities, and arrived at only after a long process of litigation and discussion. Of this, there is hardly a more striking example to be found, than in the forms of the instruments employed for giving effect to agreements for referring matters in dispute to the decision of arbitrators. If we compare the old and the modern forms used for this purpose, it will be perceived that their difference consists in the introduction or the alteration of a very small number of words. On the practical convenience of these alterations, it is unnecessary to enlarge. Of the legal rationale which has led to them, and which authorizes their adoption and regulates their application, it may be useful to offer a few observations.

\* The Alienation &c. of Real Property; the Court of Chancery; the Masters' Office; the Enfranchisement of Copyholds; and the Consolidation of the Laws.

For though in matters of this kind, according to the highest authority, "Via trita est tutissima," yet while we follow the beaten track, our ease and security in pursuing it will be much increased by an accurate knowledge of our bearings, and a scientific acquaintance with the geography of our route.

### 1. Making the Submission a Rule of Court.

In agreements and bonds of reference it should always be provided, that either party shall be enabled to make the submission a rule of court. Without an express stipulation to that effect, the parties cannot have the power of making the submission a rule of court. But if this power is given them by the terms of the submission, and it is accordingly made a rule of court, non-performance of the award is a contempt, and obedience may be enforced by attachment; or if the award be, that either party do pay to the other a certain sum of money, the payment may be enforced by rule of court and execution thereon under the 1 & 2 Vict. c. 110, s. 18. It has indeed been held, that money ordered to be paid by an award, under an agreement of reference that has been made a rule of court, is not money payable by the original rule of submission, and therefore execution cannot issue on that rule as on a judgment under the statute referred to, that enactment applying only where the money payable is expressed by the rule itself. There is however no difficulty in giving effect to the act as to such awards, if a proper case is made out. According to the course pointed out by Lord Denman in *Jones v. Williams*, (4 Per. & Dav. 217; 11 Adol. & Ell. 175), and sanctioned by the Court of Exchequer in the same case, (8 Mee. & W. 349; and see *Richards v. Patterson*, 8 Mee. & W. 313; *Doe d. Thompson v. Amey*, 5 Jur. 898), this may be done by calling on the delinquent party to shew cause why he should not pay a certain sum of money pursuant to the award; if that rule be made absolute, an execution may issue for the sum distinctly specified in the rule so obtained.

Unless the submission be made a rule of court, proceedings cannot be taken by application to the court to set aside the award, on account of the improper or defective decision of the arbitrator.

There are also additional reasons of great importance for the insertion of a clause providing that the submission shall be made a rule of court, derived from the provisions of the Law Amendment Act, (3 & 4 Will. 4, c. 42), which effect so great an improvement in this branch of the law, and have so materially modified the form and manner of conducting an arbitration, that it is necessary to have the words of the enactments present to our minds.

By the 39th section of that act, "the power and authority of any arbitrator or umpire appointed by or in pursuance of any rule of court or judge's order, or order of Nisi Prius in any action now brought or which shall hereafter be brought, or by or in pursuance of any submission to reference containing an agreement that such submission shall be made a rule of any of his Majesty's Courts of Record, shall not be revocable by any party to such reference without the leave of the court by which such rule or order shall be made, or which shall be mentioned in such submission, or by leave of a judge; and the arbitrator or umpire shall and may, and is hereby required to proceed with the reference notwithstanding any such revocation, and to make such award, although the person making such revocation shall not afterwards attend the reference; and that the court, or any judge thereof, may from time to time enlarge the term for any such arbitrator making his award."

And by the 40th section, "When any reference shall have been made by any such rule or order as aforesaid, or by any submission containing such agreement as aforesaid, it shall be lawful for the court by which such

rule or order shall be made, or which shall be mentioned in such agreement, or for any judge, by rule or order to be made for that purpose, to command the attendance and examination of any person to be named, or the production of any documents to be mentioned in such rule or order; and the disobedience to any such rule or order shall be deemed a contempt of court, if, in addition to the service of such rule or order, an appointment of the time and place of attendance in obedience thereto, signed by one at least of the arbitrators, or by the umpire, before whom the attendance is required, shall also be served either together with or after the service of such rule or order."

And by the 41st section, "When in any rule or order of reference, or in any submission to arbitration containing an agreement that the submission shall be made a rule of court, it shall be ordered or agreed that the witnesses upon such reference shall be examined upon oath, it shall be lawful for the arbitrator or umpire, or any one arbitrator, and he or they are hereby authorized and required, to administer an oath to such witnesses, or take their affirmation in cases where affirmation is allowed by law instead of oath;" any person wilfully giving false evidence to be subject to the penalties of perjury.

If therefore the deed of submission contain a clause of agreement that the submission shall be made a rule of court, the reference will not be revocable by either party without the leave of the court or of a judge. And it is only when there is such a clause in the deed that the court is empowered, under the 39th section of the act, to enlarge the time for making the award; or under the 40th section, to compel the attendance of witnesses; or that the arbitrator is authorized by the 41st section, to swear the witnesses himself. And it is to be observed, that, in order to give him authority to do this, the deed should moreover contain an agreement, that the witnesses shall be examined upon oath.

According to the proper and general practice, the agreement should be, that the submission, and not the award, is to be made a rule of court. This is agreeable to the express words of the statute of Will. 3, by which power is given to the litigant parties "to agree that their submission of their suit" to arbitration shall be made a rule of court. However, it has been held, that the award may be made a rule of court if the submission so provides. (*In re Storey*, 7 Adol. & Ell. 602; 2 Nev. & P. 667).

The submission should specify the court of which it is agreed to be made a rule. Under the stat. of Will. 3, it may be made a rule of the Court of Chancery. But the provisions of the 39th, 40th, and 41st sections of the Law Amendment Act do not, it seems, apply to the Court of Chancery.

In *Hall v. Ellis*, the matters in difference between the parties in a suit for taking the accounts of a partnership, having by an order of the court been referred to arbitration, an application was made to the Vice-Chancellor, under the 3 & 4 Will. 4, c. 42, for an order for witnesses to attend the arbitrator. Upon this occasion his Honor observed: "There is but one section in the act in which express mention is made of courts of equity, that is the 42nd; and with the exception of the 39th, 40th, and 41st sections, which may be called the debateable sections, there is not one which, on the face of it, is not solely and exclusively applicable to courts of law. The whole of the preamble too has reference to courts of law only; and it is remarkable that, in the 42nd section, where the object was to include courts of equity, there is no ambiguity whatever. Looking at the whole statute together, my opinion is, that, with the exception of the 42nd section, it must be taken to have reference to courts of law only; and the submission to arbitration must be taken to have reference to courts of law, and



therefore this court, as a court of equity, cannot interfere." (9 Sim. 530).

## 2. *Enlargement of the Time for making the Award.*

A certain day should be appointed, on or before which the arbitrator is to make his award. But if it is apprehended that the arbitrator may require further time to make his award than the time mentioned, the agreement for reference should give the arbitrator power, if he be not ready at the day named, to enlarge the time for making the award. Under such a power, he must enlarge the time before the original time limited for making the award has expired. And if not precluded by the terms of the power, he may enlarge the time more than once, provided he do so before the expiration of the time given by the former enlargement.

Where there is no provision of this kind, the time may be enlarged by the parties themselves, by an indorsement, which need not be under seal, on the bond of submission or agreement of reference. (*Evans v. Thompson*, 5 East, 189).

The time may also be enlarged by the court or a judge under the 39th section of the Law Amendment Act.

It has indeed, sometimes, been considered doubtful, whether the power given to the court or judge, under the provisions of the 3 & 4 Will. 4, c. 42, s. 39, to enlarge the time, applies to any other cases than those particularized in that section, where one party revokes, and the arbitrator proceeds *ex parte*. Its object, it has been contended, was, that if the arbitrator were disposed to assist either party by not making his award, he should not have power to do so, but should be compellable to proceed; and accordingly, it has been argued, that the words "such arbitrator" mean the arbitrator who has been required to proceed with the reference, notwithstanding the revocation.

Again, it has been said, that the authority of the court cannot be applied, when by the terms of the submission power is given to the arbitrator to enlarge the time.

In *Doe d. Jones v. Powell*, (7 Dowl. P. C. 539), Pateson, J., referring to the clause which gives the court power to enlarge the time, observes, "That means rather that the court may enlarge the time, where no power is given to the arbitrator to do so; if there is such a power, it is for him to do it; but I doubt if the court would do it in a case where the parties, or the arbitrator, will not consent to proceed with the reference."

It has also been contended, that the act does not apply to cases where, power being given to the arbitrator to enlarge the time, the time originally limited has already expired; for the time being extinct, it is a misapplication of language to speak of enlarging it; and that, if the court should interfere in such a case, it would be granting a new term: they cannot *enlarge* that which is altogether gone. This would be in effect asking the court to make a new submission.

All these doubts as to the construction of the statute seem to have been removed by the decision of the Court of Exchequer in the recent case of *Parberry v. Newman*, (7 Mee. & W. 378), where it was held, that the court had power under the stat. 3 & 4 Will. 4, c. 42, s. 39, to enlarge the time for an arbitrator to make his award, the arbitrator having power to do so by the terms of the submission, and having allowed the time limited by the submission for making the award to elapse without doing so, and there having been no attempt at revocation by either party, but both parties having been willing to proceed.

## 3. *Revocation of the Submission.*

The death of either party to a submission before the award is made is a revocation of the arbitrator's authority. The parties may however provide by the deed

of submission, that, if either party die before the award is made, it shall be delivered to his personal representative, in which case it will be available for or against the executors or administrators of the party dying before it is made. (See *Lovell on Wills*, 12th ed. 52). Nor will it be necessary that the executor of the deceased party should be made a party, but the arbitrator may proceed in his absence. (*In re Hare*, 6 Bing. N. C. 158; 8 Scott, 367). In the case referred to, two partners, named Milne and Harwell, referred to arbitration all matters in difference between them and another person named Hare. The submission contained a provision, that, in case of the death of either party before the making of the award, the award should be delivered to the personal representatives of the party dying, or such of them as should desire the same. Pending the arbitration, Harwell died, after which event Hare protested against the arbitrator's proceeding, unless the executor of Harwell were made a party, but not till several meetings had been held since Harwell's death. The award, which was in favour of the surviving partner, was made without Harwell's executor having been made a party. An application having been made to the Court of Common Pleas to set aside the award, on the ground that the reference proceeded and the award was made after the death of Harwell, and without his personal representative being made a party to or having notice of the proceedings, and against the objection and protest of Hare, the court thought they should not be justified in setting the award aside, upon motion, on this objection. "If, upon moving to enforce it by attachment, it could be made to appear to us that the party called upon to perform the award incurred any danger or lost any benefit, by reason of the personal representative of the deceased partner not having been brought before the arbitrators, in such case terms and conditions might be imposed calculated to remove such danger or inconvenience, or the party might be left to his remedy by action on the award." (Per Tindal, C.J.).

It does not appear to have been ever decided, that the bankruptcy of a party to a submission will of itself operate as a revocation of the submission. But if a party to a submission become bankrupt before award, and the subject-matter of the reference passes to the assignees, the bankruptcy operates as a revocation of the submission. (*Marsh v. Wood*, 4 M. & R. 504; 9 B. & C. 659). In *Taylor v. Shuttleworth* (6 Bing. N. C. 277; 8 Scott, 585) the question was again raised upon motion to set aside an award, but as it appeared to the court, that the fact of the bankruptcy was not satisfactorily made out upon the affidavits, the court were not in a situation to determine the point. But an opinion was expressed, that supposing the fact to have been made out, it would not have been a revocation of the submission; "because, according to the case of *Marsh v. Wood*, (ubi sup.), though the bankruptcy might be held to be a revocation, where the party had the power to revoke, yet in a case where the party had not the power to revoke, the bankruptcy of either would not operate as a revocation. In this case, neither party had authority to revoke the submission, [the whole proceedings of the reference being completed, except the making of the award]; and therefore the bankruptcy of one of them would not have that effect." (Per Erskine, J.)

## 4. *Awarding Costs.*

The submission should give the arbitrator an express authority to award the payment of the costs of the reference. If the submission contain no provision respecting the costs, the arbitrator cannot award the costs of the reference and award; but they will be borne in equal shares by the parties. When a cause is referred, and the order of reference is silent as to costs, the arbitrator has power over the costs of suit, but not over the costs of the reference. Under a power of giving costs gene-

rally, it seems that he may award the costs of the reference, as well as those of the action. (Watson on Arbitration, 123; Caldwell, 89, 92). But an arbitrator cannot award costs as between attorney and client, without a special authority for that purpose. (*Secombe v. Babb*, 6 Mee. & W. 129). B.

## London Gazette.

TUESDAY, DECEMBER 27.

### BANKRUPTS.

**WILLIAM JAMES BERNARD STAUNTON**, Salvadore-house, Bishopsgate-street, wine-merchant, Jan. 6 at half-past 12, and Feb. 7 at 12, Court of Bankruptcy, London: Off. Ass. Graham; Sols. Turner & Hensman, Basing-lane.—Fiat dated Dec. 22.

**SAMUEL PARTRIDGE**, Peerless-row, City-road, licensed victualler, Jan. 10 and Feb. 7 at half-past 12, Court of Bankruptcy, London: Off. Ass. Turquand; Sol. Cox, Sise-lane.—Fiat dated Dec. 20.

**THOMAS FORD HARRIS**, Great Portland-street, draper, Jan. 10 at half-past 1, and Feb. 6 at 12, Court of Bankruptcy, London: Off. Ass. Turquand; Sols. Reed & Shaw, Friday-street.—Fiat dated Dec. 19.

**GEORGE COATES**, Hart-street, Bloomsbury, apothecary and druggist, Jan. 13 at 12, and Feb. 7 at 11, Court of Bankruptcy, London: Off. Ass. Turquand; Sol. Cox, Pinners'-hall, Old Broad-street.—Fiat dated Dec. 13.

**THOMAS KIMPTON**, High-street, Newington-butt, Surrey, draper, Jan. 11 at half-past 1, and Feb. 7 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sols. Reed & Shaw, 2, Friday-street, Cheapside.—Fiat dated Dec. 24.

**JOHN FAWCETT**, St. John-street, St. Sepulchre, coach-builder, Jan. 6 and Feb. 8 at 12, Court of Bankruptcy, London: Off. Ass. Johnson; Sol. Swan, Serjeant's-inn, Fleet-street.—Fiat dated Dec. 26.

**GEORGE HARKER**, Sunderland-wick, Yorkshire, farmer and banker, Jan. 10 at 1, and Jan. 31 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sols. Jennings & Conyers, Great Driffield.—Fiat dated Dec. 17.

**THOMAS HOLT**, Clitheroe, Lancashire, dealer in coals and sand, Jan. 11 and Feb. 9 at 12, District Court of Bankruptcy, Manchester: Off. Ass. Fraser; Sols. Bailey, Clitheroe; Johnson & Co., Temple.—Fiat dated Dec. 16.

**JOHN NEWTON SARGENT**, Nottingham, grocer and tea-dealer, Jan. 9 at 1, and Feb. 6 at 12, District Court of Bankruptcy, Birmingham: Off. Ass. Valpy; Sols. W. & S. Parsons, jun., Nottingham.—Fiat dated Dec. 13.

### MEETINGS.

*George Chapman*, Pullen's-place, Islington, cowkeeper, Jan. 17 at 1, Court of Bankruptcy, London, last ex.—*Hannah Charlton*, Regent-street, milliner, Jan. 3 at 1, Court of Bankruptcy, London, last ex.—*John Richmond*, Lime-street, merchant, Jan. 5 at 11, Court of Bankruptcy, London, last ex.—*Thos. B. Fehr*, Dudley, Worcestershire, wine-merchant, Jan. 18 at half-past 1, District Court of Bankruptcy, Birmingham, last ex.—*Ed. B. Robinson*, Nottingham, printer, Jan. 17 at half-past 12, District Court of Bankruptcy, Birmingham, last ex.—*Mary Gilbert*, Blossoms Inn, Lawrence-lane, innkeeper, Jan. 19 at 11, Court of Bankruptcy, London, aud. ac.—*John Litchfield*, Bethnal-green, builder, Jan. 19 at 12, Court of Bankruptcy, London, aud. ac.—*F. Gautier*, Gould-square, Crutched-friars, merchant, Jan. 19 at 1, Court of Bankruptcy, London, aud. ac.—*John Ball Boucher*, Birmingham, shawl-dealer, Jan. 17 at 12, Court of Bankruptcy, London, aud. ac.—*Wm. Wapshot*, Crosby-row, King-street, Southwark, engineer, Jan. 17 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Samuel Younger*, Great Tower-street, merchant, Jan. 18 at 11, Court of Bankruptcy, London, aud. ac.—*Geo. Ridley*, St. Mary-at-Hill, Southampton-street, Camberwell, and Gould-square, wine-merchant, Jan. 18 at half-past 11, Court of Bankruptcy, London, aud. ac.—*John Chas. Smith*, Woolwich, Kent, grocer, Jan. 18 at 11, Court of Bankruptcy, London, aud. ac.—*Wm. Johnson*, Shrewsbury, leather dealer, Jan. 18 at 1, District Court of Bankruptcy, Birmingham, aud. ac.—*Jas. Smethurst*, Manchester, smallware manufacturer, Jan. 21 at 12, District Court of Bankruptcy, Manchester, aud. ac.; Jan. 24 at 1, div.—*Robt. Sands*, Nottingham, lace

manufacturer, Jan. 25 at 1, District Court of Bankruptcy, Birmingham, aud. ac.—*John Jenkins*, Cardiff, Glamorgan-shire, draper, Jan. 17 at 12, District Court of Bankruptcy, Bristol, aud. ac.—*Ed. Mansell*, Chippenham, Wiltshire, upholsterer, Jan. 23 at 11, District Court of Bankruptcy, Bristol, pr. d. and aud. ac.—*W. Smith*, Curtain-road, near Worship-st., timber-merchant, Jan. 17 at 2, Court of Bankruptcy, London, div.—*Saml. Corhead*, Westminster-bridge-road, Surrey, colourman, Jan. 19 at 11, Court of Bankruptcy, London, div.—*Christopher Picard*, Friday-street, wholesale linen-draper, Jan. 19 at half-past 11, Court of Bankruptcy, London, div.—*Robert Sands*, Nottingham, lace manufacturer, Jan. 26 at 1, District Court of Bankruptcy, Birmingham, div.—*Wm. Seddon* and *Francis Jordan*, St. Helens, Lancashire, millers, Jan. 26 at 11, District Court of Bankruptcy, Liverpool, div.

### CERTIFICATES

To be allowed, unless Cause shown to the contrary.

*Gardner Boggs* and *Wm. Shand*, jun., Great Winchester-st., London, merchants, Jan. 19 at 11, Court of Bankruptcy, London.—*John Newton*, Macclesfield, Cheshire, silk throwster, Jan. 19 at 2, Court of Bankruptcy, London.—*William Smith*, Curtain-road, near Worship-street, timber merchant, Jan. 17 at half-past 2, Court of Bankruptcy, London.—*Wm. Barrett*, Newcastle-place, Edgeware-road, plumber, Jan. 20 at 11, Court of Bankruptcy, London.—*James Nutter*, Cambridge, miller, Jan. 20 at 12, Court of Bankruptcy, London.—*Jas. Gale*, sen., and *Jas. Gale*, jun., Love-lane, Shadwell, rope makers, Jan. 19 at 12, Court of Bankruptcy, London.—*Thomas J. Lancaster*, Barge-yard, Bucklersbury, merchant, Jan. 20 at 11, Court of Bankruptcy, London.—*Mich. Willis*, Egham, Surrey, coach proprietor, Jan. 27 at 2, Court of Bankruptcy, London.—*Isaac N. Wigney* and *Clement Wigney*, Brighton, Sussex, bankers, Jan. 24 at 12, Court of Bankruptcy, London.—*Joseph Phillips*, Hercules-passage, Thread-needle-street, tavern keeper, Jan. 18 at 2, Court of Bankruptcy, London.—*William Morris*, Long-lane, Bermondsey, Surrey, leather dresser, Jan. 18 at 11, Court of Bankruptcy, London.—*Geo. Donaldson*, Pall-mall, watch maker, Jan. 24 at 2, Court of Bankruptcy, London.—*John M'Connell*, Liverpool, tea dealer, Jan. 19 at 11, District Court of Bankruptcy, Liverpool.—*Thos. Taylor*, Liverpool, bookseller, Jan. 24 at 1, Liverpool District Court of Bankruptcy.—*John M'Gahay*, Liverpool, printer, Jan. 18 at 11, District Court of Bankruptcy, Liverpool.—*Edw. Mansell*, Chippenham, Wiltshire, upholsterer, Jan. 30 at 11, District Court of Bankruptcy, Bristol.—*Joseph Froste* and *Isaiah Ashlin*, Liverpool, merchants, Jan. 18 at 1, District Court of Bankruptcy, Liverpool.—*Ch. Evans*, Bristol, coach maker, Jan. 20 at 11, District Court of Bankruptcy, Bristol.—*Barthol. M. Galan*, Poulton-cum-Seacombe, Cheshire, alkali manufacturer, Jan. 19 at 1, District Court of Bankruptcy, Liverpool.—*Rich. Wilkes*, Shrewsbury, Shropshire, tailor, Jan. 18 at 12, District Court of Bankruptcy, Birmingham.—*John Edwards*, Shrewsbury, Shropshire, banker, Jan. 18 at half-past 12, District Court of Bankruptcy, Birmingham.—*Charles Williams*, London-wall, carrier, Jan. 19 at 2, Court of Bankruptcy, London.—*James Butler*, Birmingham, iron founder, Jan. 21 at half-past 11, District Court of Bankruptcy, Birmingham.—*Sam. Butler*, Birmingham, ironfounder, Jan. 21 at half-past 11, District Court of Bankruptcy, Birmingham.—*William Butler*, Birmingham, ironfounder, Jan. 21 at half-past 11, District Court of Bankruptcy, Birmingham.—*William Bull* and *Francis Turner*, Birmingham, printers, Jan. 23 at 12, District Court of Bankruptcy, Birmingham.—*Leslie M'Key*, Dublin, merchant, Jan. 19 at 1, Manchester District Court of Bankruptcy.—*George T. Knowles*, Stockport, Cheshire, and Manchester, cotton spinner, Jan. 18 at 12, District Court of Bankruptcy, Manchester.—*Jas. Sanderson*, Crawshaw Booth, Lancashire, cotton manufacturer, Jan. 18 at 12, District Court of Bankruptcy, Manchester.—*Jos. Wallworth* and *Thos. Wallworth*, Manchester, corn dealers, Jan. 19 at 1, District Court of Bankruptcy, Manchester.—*Samuel Thorp*, Manchester, merchant, Jan. 19 at 12, District Court of Bankruptcy, Manchester.—*John Watson*, Manchester, muslin manufacturer, Jan. 26 at 1, District Court of Bankruptcy, Manchester.—*John R. Hayward*, Manchester, wholesale bookseller, Jan. 18 at 12, District Court of Bankruptcy, Manchester.—*Wolfe Ansell*, Pontypool, Monmouthshire, shopkeeper, Jan. 17, Court of Bankruptcy, London.—*Wm. Reynolds*, Brightmet, Lancashire, cotton spinner, Jan. 17, Court of Bankruptcy, London.

—*Jas. Beagley*, High-street, Camden-town, victualler, Jan. 17, Court of Bankruptcy, London.—*John Reece*, High Holborn, and Drury-lane, carver, Jan. 17, Court of Bankruptcy, London.—*J. Reynolds*, jun., Dowgate-dock, Upper Thames-street, drysalter, Jan. 17, Court of Bankruptcy, London.—*Jas. Atkins*, sen., and *Jas. Atkins*, jun., Coulsdon, Surrey, lime merchants, Jan. 17, Court of Bankruptcy, London.—*W. Mills*, Caterham, Surrey, innholder, Jan. 17, Court of Bankruptcy, London.—*Wm. N. Hunt*, Watling-street, stationer, Jan. 17, Court of Bankruptcy, London.—*W. Hushisson*, Birmingham, linen draper, Jan. 17, Court of Bankruptcy, London.—*Fred. J. Mitchell*, Aldergate-st., builder, Jan. 17, Court of Bankruptcy, London.—*Benj. Jasper Wood*, Liverpool, optician, Jan. 17, Court of Bankruptcy, London.—*R. Wharton*, Oldham, Lancashire, innkeeper, Jan. 17, Court of Bankruptcy, London.—*Richard Bill*, Birmingham, japanner, Jan. 17, Court of Bankruptcy, London.—*Henry Williams*, Beckford-row, Walworth, linen draper, Jan. 17, Court of Bankruptcy, London.—*Edward Cooper*, High-st., St. Giles's, and Piccadilly, stationer, Jan. 17, Court of Bankruptcy, London.—*Jos. J. Smith*, Gate-st., Lincoln's-inn-fields, bookbinder, Jan. 17, Court of Bankruptcy, London.—*James Brookbanks*, Dudley, Worcestershire, mercer, Jan. 17, Court of Bankruptcy, London.—*G. P. Kennan*, Manchester, calico printer, Jan. 17, Court of Bankruptcy, London.

## FIAT ANNULLÉD.

*I. Bloomenthal*, Dockhead, Surrey, wholesale stationer.

## PARTNERSHIPS DISSOLVED.

*Richard Cranch* and *John T. Wright*, London-st., Fenchurch-st., attorneys at law and solicitors in Chancery.—*Jas. L. Douglass* and *James Abbey*, Market Harborough, Leicestershire, attorneys and solicitors.

## SCOTCH SEQUESTRATIONS.

*J. Henderson & Co.*, Dundee, merchants.—*John Hill*, Broughty-ferry, near Dundee, deceased, commission agent.—*Alexander Hutcheson*, Dundee, merchant.—*James Riddell*, Waterloo-quay, Aberdeen, deceased, treasurer to the Harbour Trustees of Aberdeen.—*Wm. and John Steel*, Elie, Fifeshire, ship builders.

## INSOLVENT DEBTORS.

Saturday, Dec. 24, 1842.

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*John Harvey*, Northampton, baker, No. 61,562 C.; *Fred. Rogers*, assignee.—*E. H. Noy*, Lower Lancing, near Shoreham, Sussex, out of business, No. 61,231 C.; *Robert Booth*, assignee.—*Thos. Bull*, Shotteswell, Warwickshire, farmer's labourer, No. 61,531 C.; *George Fennell*, assignee.—*Wm. Jackson*, Earl-st., Kensington, Middlesex, chandler's shopkeeper, No. 53,977 T.; *B. Webb*, assignee.—*Rich. Poynter*, Dorchester, Dorsetshire, butter and cheese factor, No. 60,529 C.; *John Cornick*, assignee.—*John Edwards*, Mardol Head, Shrewsbury, Shropshire, mercer, No. 61,217 C.; *R. W. Padlock*, assignee.—*John A. Pheasant*, Fair-st., Horselydown, Southwark, tailor, No. 53,714 T.; *James Sidey*, assignee.—*James Chettle*, Chapel-st., Edgeware-road, out of business, No. 53,295 T.; *Thomas King*, assignee.—*Rich. Hutchinson*, Ramsbottom, near Bury, Lancashire, out of business, No. 61,505 C.; *John Stones*, assignee.—*Robert Edwards*, Stafford, bookkeeper, No. 55,758 C.; *E. Bostock*, assignee.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Jan. 17, at 9.*

*Wm. Sheldrick*, Clapham-common, Clapham, out of business.—*Henry Lovelock*, jun., Highbury-vale, cabinet manufacturer.—*Wm. Wyatt*, Market-st., Borough-road, Southwark, out of business.—*Rich. Clark*, Aldenham-st., Somers'-town, out of business.—*Edw. Davies*, Bedford-place, Southwark-bridge-road, smith.—*C. S. Benecke*, Elizabeth-street, Eaton-square, Pimlico, cheesemonger.—*Chas. Ellis*, Church-st., Waterloo-road, Surrey, out of business.—*Michael Cullen*, Vine-st., Hatton-garden, scale maker.—*Robt. Hunter*, Drury-lane, Holborn, out of business.—*Abraham Edmiston*, Macclesfield-st., Soho, gun-case maker.—*Robert Booth*, Gibson-st., Oakley-st., Lambeth, carpenter.—*Charles Bond*, jun., John-st., Commercial-road, Lambeth, out of business.—*F. J. Turner*, Beresford-st., Walworth, Surrey, out of business.

Jan. 19, at the same hour and place.

*Thos. Keen*, Shepperton-st., New North-road, Islington,

statuary mason.—*John Gibbs*, Upper Stamford-st., Surrey, clerk to a merchant.—*John Bassett*, Ultra-grove, Caledonia-road, Pentonville, out of business.—*Henry Yorsten*, Dorville-row, Hammersmith, shopman to a bookseller.—*H. J. James*, Lower Thames-st., vellum binder.—*John H. Dowley*, White Conduit-st., Pentonville, surveyor.—*Wm. Husford*, Deptford, Kent, boat builder.—*Wm. Wilcomb*, Moorgate-street, tailor.—*H. G. Gates*, Portland-place South, Clapham-road, Surrey, carpenter.—*Henry Howell*, Charles-st., Manchester-sq., out of business.—*Spencer Peele*, Imperial Saw Mills, City-road, manager.—*Robt. Bridges*, Twickenham, grocer.

## INSOLVENT DEBTOR'S DIVIDEND.

*W. Farrin*, Stoney Stratford, Buckinghamshire, innkeeper, Jan. 13 at 2, G. Cooke's, Rising Sun Inn, Stoney Stratford: 1s. 6d. in the pound.

FRIDAY, DECEMBER 30.

## DECLARATION OF INSOLVENCY.

JOHN CASSON, Liverpool, corn-merchant and factor. BANKRUPTS.

JOHN GOSDEN, Wilstead-street, New-road, licensed victualler, Jan. 7 at half-past 1, and Feb. 10 at 12, Court of Bankruptcy, London: Off. Ass. Alsager; Sol. Norcutt, Queen-square, Bloomsbury.—Fiat dated Dec. 22.

BENJAMIN HART THOROLD, Harmston, Lincolnshire, and Harlesden-green, Willersden, Middlesex, dealer and chapman, Jan. 11 at half-past 12, and Feb. 3 at 1, Court of Bankruptcy, London: Off. Ass. Pennell; Sol. Scott, Lincoln's-inn-fields.—Fiat dated Dec. 12.

JAMES BARNES, Jermyn-street, St. James's, lodging-house keeper, Jan. 11 at half-past 11, and Feb. 3 at 12, Court of Bankruptcy, London: Off. Ass. Belcher; Sols. Willoughby & Jaquet, 13, Clifford's-inn.—Fiat dated Dec. 21.

GILES JAMES NEWTON, Leicester-square, Westminster, draper, Jan. 10 at 12, and Feb. 10 at 11, Court of Bankruptcy, London: Off. Ass. Gibson; Sols. Reed & Shaw, Friday-street, Cheapside.—Fiat dated Dec. 28.

WILLIAM MORGAN SENIOR, St. Swithin's-lane, London, hardwareman, Jan. 14 at half-past 12, and Feb. 10 at 11, Court of Bankruptcy, London: Off. Ass. Groom; Sol. Fildes, 3, Paper-buildings, Temple.—Fiat dated Dec. 20.

WILLIAM HOAD, Wickham, Southampton, grocer, Jan. 17 at half-past 1, and Feb. 10 at 12, Court of Bankruptcy, London: Off. Ass. Groom; Sols. Gunner, Bishop's-Waltham, Hampshire; Hicks & Braikenridge, 16, Bartlett's-buildings, Holborn.—Fiat dated Dec. 20.

EDWIN THOMPSON, East Grinstead, Sussex, corn-dealer, Jan. 12 at half-past 1, and Feb. 9 at 11, Court of Bankruptcy, London: Off. Ass. Graham; Sol. Palmer, Mitre-court, Temple.—Fiat dated Dec. 26.

WILLIAM FOX, Gwersyllt, Gresford, Denbighshire, iron-master, Jan. 9 and Feb. 10 at 11, District Court of Bankruptcy, Liverpool: Off. Ass. Cazenove; Sols. Mallaby & Townsend, Liverpool; Lewis, Wrexham.—Fiat dated Dec. 24.

ROBERT SMITH, Leeds, Yorkshire, flour dealer and provision merchant, Jan. 12 at 12, and Jan. 31 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Hope; Sol. Lee, Leeds.—Fiat dated Dec. 28.

WILLIAM SMITH, Leeds, Yorkshire, iron-founder, machine-maker, and engine-builder, Jan. 11 and Jan. 30 at 11, District Court of Bankruptcy, Leeds; Off. Ass. Young; Sols. Snowden & Preston, Leeds.—Fiat dated Dec. 28.

JOHN JAMES, Cheltenham, Gloucestershire, wine and spirit merchant, Jan. 6 and Feb. 3 at 11, District Court of Bankruptcy, Bristol: Off. Ass. Acraman; Sols. Parnell, Bristol; Lott, Bow-lane, Cheapside.—Fiat dated Dec. 23.

## MEETINGS.

*Den. Sharp*, Southampton, attorney at law, Jan. 11 at 12, Court of Bankruptcy, London, pr. d.—*Thos. Hyatt*, Shepton Mallet, Somersetshire, scrivener, Jan. 10 at 12, Court of Bankruptcy, Bristol District, ch. ass.—*Richard James Webb*, Piccadilly, tailor, Jan. 11 at 3, Court of Bankruptcy, London, last ex.—*Marcus Harris* and *Solomon A. Hart*, Callum-st., Fenchurch-street, merchants, Jan. 13 at 11, Court of Bankruptcy, London, last ex. *S. A. Hart*.—*W. L. F. Tillema*, Keston and Lock's Bottom, Kent, and Penton Lodge, near

Andover, Hampshire, horse dealer, Jan. 13 at 12, Court of Bankruptcy, London, last ex.—*Edw. Hilton and Nathaniel Walsh*, Over Darwen, Lancashire, paper makers, Jan. 27 at 11, District Court of Bankruptcy, Manchester, last ex.—*Jas. Lockwood and Geo. Lockwood*, Wakefield, Yorkshire, and St. John's, New Brunswick, North America, linen drapers, Jan. 20 at 12, District Court of Bankruptcy, Leeds, last ex.—*E. Beerbohm and Wm. Edm. Slaughter*, Fenchurch-street, merchants, Jan. 24 at half-past 12, Court of Bankruptcy, London, aud. ac.—*John Reid*, King William-street, London, chemist, Jan. 24 at 1, Court of Bankruptcy, London, aud. ac.—*Mont. Combe Price*, Brentford, glass seller, Jan. 23 at 1, Court of Bankruptcy, London, aud. ac.—*John Stewart*, Hampton-st., Walworth, linen draper, Jan. 23 at half-past 12, Court of Bankruptcy, London, aud. ac.—*Geo. Chalk*, Castlenau Barnes, Surrey, and Broadway, Hammersmith, Jan. 23 at half-past 1, Court of Bankruptcy, London, aud. ac.—*Wm. Hopper*, Great Queen-street, Lincoln's-inn-fields, carpet warehouseman, Jan. 23 at half-past 11, Court of Bankruptcy, London, aud. ac.—*John Hooper*, Austin-friars, and Regent-street, Waterloo-pl., tea dealer, Jan. 23 at 2, Court of Bankruptcy, London, aud. ac.—*Geo. Olden*, Salisbury, Wiltshire, grocer, Jan. 20 at half-past 11, Court of Bankruptcy, London, aud. ac.—*D. Brandon*, Beech-st., Barbican, London, and Newbury, Berkshire, shoe manufacturer, Jan. 25 at 11, Court of Bankruptcy, London, aud. ac.—*Matthew Atkinson*, Temple Sowerby, Westmorland, and *Jonathan Laidman*, sen., Penrith, Cumberland, bankers, Jan. 20 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne, aud. ac.; Jan. 21 at 11, fin. div.—*John Bent*, Dudley, Worcestershire, grocer, Jan. 31 at 12, Birmingham District Court of Bankruptcy, aud. ac.—*Adolphus Blumenthal*, Birmingham, wine merchant, Feb. 6 at 11, Birmingham District Court of Bankruptcy, aud. ac.—*Wm. Huskisson*, Birmingham, linen draper, Feb. 4 at half-past 12, Birmingham District Court of Bankruptcy, aud. ac.—*John Baker and Edw. Swinburne*, Birmingham, timber merchants, Jan. 28 at half-past 11, Birmingham District Court of Bankruptcy, aud. ac.—*Edw. P. West*, Stamford, Lincolnshire, grocer, Jan. 25 at 12, Birmingham District Court of Bankruptcy, aud. ac.—*Robert Craig*, Manchester, innkeeper, Feb. 2 at 1, District Court of Bankruptcy, Manchester, aud. ac.; Feb. 3 at 12, div.—*John Ashworth*, Rochdale, Lancashire, worsted manufacturer, Jan. 21 at 1, District Court of Bankruptcy, Manchester, aud. ac.; Jan. 25 at 12, div.—*E. Burdakin*, Manchester, banker, Jan. 26 at 11, Manchester District Court of Bankruptcy, aud. ac.—*H. Adams*, Totnes, Devonshire, merchant, Jan. 26 at 1, Court of Bankruptcy, Exeter District, aud. ac.—*Thos. Brennand*, Blackburn, Lancashire, linen draper, Jan. 25 at 11, Manchester District Court of Bankruptcy, aud. ac.—*Wm. Manning, Frederick Manning, and John L. Anderdon*, New Bank-buildings, West India merchants, Jan. 24 at half-past 1, Court of Bankruptcy, London, div.—*Edward Lees*, Leather-lane, Holborn, tea dealer, Jan. 20 at 12, Court of Bankruptcy, London, div.—*Jas. Henderson*, Poland-street, Oxford-street, carpenter, Jan. 24 at half-past 11, Court of Bankruptcy, London, div.—*John Coats*, St. John-st., draper, Jan. 27 at 1, Court of Bankruptcy, London, div.—*Edward Massey and Richard Lambert*, Watling-street, warehousemen, Jan. 27 at 12, Court of Bankruptcy, London, div.—*Robert Stockdale*, Crosby-square, London, merchant, Jan. 20 at 1, Court of Bankruptcy, London, div.—*John Jones*, New-road, Whitechapel-road, stationer, Jan. 23 at 12, Court of Bankruptcy, London, div.—*Francis Brittan*, Bristol, woollen draper, Jan. 30 at 11, District Court of Bankruptcy, Manchester, pr. d., aud. ac., and fin. div.

## CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

*Duncan Smith*, Bucklersbury, merchant, Jan. 27 at 11, Court of Bankruptcy, London.—*Benj. Barlow*, Weymouth and Melcombe Regis, Dorsetshire, wine merchant, Jan. 26 at 10, District Court of Bankruptcy, Exeter.—*G. S. Harvey*, Melcombe Regis, Dorsetshire, ironmonger, Jan. 26 at 10, District Court of Bankruptcy, Exeter.—*Rich. Lindon*, Snapes, Marlborough, Devonshire, corn factor, Jan. 26 at 12, District Court of Bankruptcy, Exeter.—*Philip Willmott*, Blackfriars-road, Surrey, linen draper, Jan. 25 at 2, Court of Bankruptcy, London.—*James N. Chapman*, Upper Holloway, licensed victualler, Jan. 20 at half-past 11, Court of Bankruptcy, London.—*John Coats*, St. John-st., Middlesex, draper, Jan. 25 at 1, Court of Bankruptcy, London.—*Augustus Lines*, Irongate-

wharf, Paddington, hay salesman, Jan. 20 at 11, Court of Bankruptcy, London.—*Henry Rickett*, Henry-st., Pentonville, dealer in wine, Jan. 25 at half-past 2, Court of Bankruptcy, London.—*John Spanton*, Bermondsey-st., Surrey, cheesemonger, Jan. 20 at half-past 11, Court of Bankruptcy, London.—*Henry Howard*, London-wall, looking-glass manufacturer, Jan. 20 at 12, Court of Bankruptcy, London.—*S. Magnus*, Dover, Kent, slopseller, Jan. 21 at half-past 2, Court of Bankruptcy, London.—*Saml. Younger*, Great Tower-st., London, merchant, Jan. 24 at 11, Court of Bankruptcy, London.—*Wm. Gorrach*, Liverpool, hotel keeper, Jan. 23 at 12, District Court of Bankruptcy, Liverpool.—*Jos. Clay*, Dewsbury, Yorkshire, draper, Jan. 24 at half-past 2, Court of Bankruptcy, London.—*James Hayward and R. H. Moore*, Paternoster-row, booksellers, Jan. 24 at half-past 1, Court of Bankruptcy, London.—*Peter Little*, Blackburn, Lancashire, currier, Jan. 24 at 1, District Court of Bankruptcy, Manchester.—*E. P. West*, Stamford, Lincolnshire, grocer, Jan. 25 at half-past 12, District Court of Bankruptcy, Birmingham.—*R. Scampton*, Coventry, grocer, Feb. 18 at 11, District Court of Bankruptcy, Birmingham.—*C. W. Davies*, Bishops Castle, Shropshire, mercer, Jan. 25 at half-past 11, District Court of Bankruptcy, Birmingham.—*George Carey*, Nottingham, lace manufacturer, Jan. 31 at 1, District Court of Bankruptcy, Birmingham.—*J. Topham*, Liverpool, money scrivener, Jan. 23 at 11, District Court of Bankruptcy, Liverpool.—*Robert Craig*, Manchester, innkeeper, Jan. 24 at 12, District Court of Bankruptcy, Manchester.—*James Fitton*, Bolton-le-Moors, Lancashire, smallware dealer, Jan. 20 at 1, District Court of Bankruptcy, Manchester.—*H. Hardie*, Manchester, merchant, Jan. 20, Court of Bankruptcy, London.—*Fras. James Osbaldeston*, St. Alban's, Hertfordshire, dealer in horses, Jan. 20, Court of Bankruptcy, London.—*A. Wise*, Wolborough, Wm. S. Bentall, and *Robt. Farwell*, Totnes, Devonshire, bankers, Jan. 20, Court of Bankruptcy, London.—*A. Duncan and C. Duncan*, Tokenhouse-yard, merchants, Jan. 20, Court of Bankruptcy, London.—*E. J. Troughton*, St. Michael's-alley, Cornhill, Jan. 20, Court of Bankruptcy, London.—*B. Holmes*, Birmingham, boot maker, Jan. 20, Court of Bankruptcy, London.—*Benjamin Moses*, Hanway-st., Oxford-st., jeweller, Jan. 20, Court of Bankruptcy, London.—*Jas. Bedford*, Westminster-road, Surrey, ironmonger, Jan. 20, Court of Bankruptcy, London.—*J. A. Smith*, Oxford-st., linen draper, Jan. 20, Court of Bankruptcy, London.—*Thomas Scott*, Bow Church-yard, commission agent, Jan. 20, Court of Bankruptcy, London.—*Thos. Humfrey*, jun., Great Stanmore, Middlesex, bricklayer, Jan. 20, Court of Bankruptcy, London.—*Alfred Bouglival and Jos. Farrington*, Stratford, Essex, manufacturing chemists, Jan. 20, Court of Bankruptcy, London.—*Thos. Melcalf*, Cambridge, upholsterer, Jan. 20, Court of Bankruptcy, London.—*James Dover*, Three Cranes-wharf, London, merchant, Jan. 20, Court of Bankruptcy, London.

## FIAT ANNULLED.

*Stephen Waters*, Edenbridge, Kent, draper and grocer.

## SCOTCH SEQUESTRATIONS.

*Ambrose Grimshaw*, Glasgow, hotel-keeper.—*Alex. Crawford*, Glasgow, merchant.—*James King*, Greenock, merchant.

## INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Jan. 20 at 9.

*Emilio Fusco*, Durham-street, Vauxhall, Surrey, teacher of languages.—*Wm. Silvertown*, Kirby-st., Hatton-garden, barman.—*Ann Pattison*, Lower Sloane-street, Chelsea, lodging-house keeper.—*Aaron Isaacs*, Martletts-court, Bow-st., Covent-garden, general dealer.—*Chas. Fredk. Ellerman*, Sugar Loaf-court, London, general merchant.—*Anthony Underwood*, Porchester-place, Oxford-square, Paddington, coachman.—*J. Wm. Ashton*, Wellington-place, St. Mary Islington, painter.—*Wm. C. Crisp*, Old Church-street, Paddington, painter.—*Wm. Growcutt*, Cromwell-place, Wandsworth-lane, Putney, Surrey, coach wheelwright.—*Chas. Brent*, Vincent-square, Westminster, out of business.—*Wm. Weeks*, Orchard-street, Westminster, barman.

Jan. 23, at the same hour and place.

*John Bloxam*, Dudley-grove, Harrow-road, builder.—*John H. Williams*, Sable-street, Lower-road, Islington, cab-driver.—*Wm. Hasler*, Mount-terrace, New-road, Whitechapel-road, carman.—*Fredk. Hen. Ingersoll*, Lewisham, Kent, veterinary

surgeon.—*Robt. Haywood*, Gravel-lane, Southwark, hat manufacturer.—*John Field*, Windmill-place, Windmill-st., Tottenham-court-road, coachsmith.—*Wm. Fryer*, Pleasant-row, Old Kent-road, Surrey, baker.—*Wm. A. Cutbill*, jun., New North-place, New North-street, Finsbury, bedstead maker.—*H. Hales*, jun., Saville-row, Walworth-rd., Surrey, out of business.—*Edmund G. Watson*, Chatham, Kent, sail-maker.—*Wm. Lucas*, Devonshire-cottage, Caledonian-fields, Chalk-road, St. Mary Islington, beer-shopkeeper.—*Richd. Smart*, sen., Whiskin-street, Clerkenwell, out of business.—*Samuel Smeeton*, Goswell-st., St. Luke's, and Newgate-market, carcass butcher.

#### INSOLVENT DEBTORS' DIVIDENDS.

*Wm. Carter*, Huddersfield, Yorkshire, tea dealer: 1s. 7d. in the pound.—*W. G. Waring*, Blackpool, Lancashire, stationer: 3s. 8d. in the pound.—*David Wright*, Trafalgar-road, Greenwich, surgeon in the navy: 3s. 6d. in the pound.—*Jas. Footitt*, Sheffield, attorney at law: 11d. in the pound.—*Geo. Bloomfield*, Thelthetham, Suffolk, millwright: 7½d. in the pound.—*Wm. Smith*, Halifax, Yorkshire, grocer: 3s. 2d. in the pound.

Apply at the Provisional Assignee's Office, Portugal-street, Lincoln's-inn-fields, between the hours of 10 and 1.

*Robert Affleck*, Red Lion-st., Holborn, boot maker, Jan. 3, Parrell's, New North-st., Red Lion-sq.: 4s. 6½d. in the pound.

#### MEETING.

*Chas. Hawkings*, Huntspill, Somersetshire, yeoman, Jan. 14 at 12, Ruddock's, Bridgewater, sp. affairs.

**MASTER IN CHANCERY.**—The Lord Chancellor has appointed Henry Moore, of Wimborne Minster, Dorsetshire, Gent., to be a Master Extraordinary in the High Court of Chancery.

**DEATH OF SIR ALEXANDER CROKE.**—This event took place at the seat of the learned gentleman, Studley Priory, Oxfordshire, on Tuesday last. He was called to the Bar in 1786, and presided as Judge of the Vice-Admiralty Court in Nova Scotia for many years. On his retirement from that office in 1816, he received the honour of Knighthood. In 1823, he became a bencher of the Inner Temple, and in 1829 was appointed Treasurer. He died at the advanced age of 84.

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# The Jurist

No. 313.

JAN. 7, 1843.

With Supplement, 1s. 6d.

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LONDON, JANUARY 7, 1843.

WE return to Mr. Stewart's observations on Reform in the Law, for the purpose of commenting, first, on the alterations which he proposes, for applying the jurisdiction of equity to cases where the amount of property in litigation is small; or where, without reference to the amount of property, the nature of the proceedings is administrative rather than litigatory; and secondly, on the alterations which he proposes for shortening conveyances and facilitating the transfer of lands.

The suggestions which we made on the first of these subjects in former numbers of THE JURIST, (vol. 4, p. 185, and vol. 6, p. 301), and of which we find the principle involved in Mr. Stewart's propositions, were, that in suits of an administrative character, it should be permitted, under the sanction of the Court, to dispense wholly, or in part, with the formal allegations, and the still more formal replies to them, which now fill bills and answers respectively as to facts, the existence of which is not denied by any party to the suit, and the mode of stating which is perfectly immaterial, provided they are in some manner brought before the Court. And as to suits touching matters of small amount, we ventured to suggest, that, for these, some very short mode of pleading might be laid down, which, coupled with a limited power of applying oral examination to the parties and to witnesses, might enable a court acting on equitable principles, to adjudicate usefully on questions of equity affecting sums of small amount.

There can scarcely be any question, that, with regard to suits wholly or principally of an administrative character, it would be perfectly practicable, by the aid of General Orders, to dispense with nearly the whole of the bill and answer. Mr. Stewart, however, goes further on this point than the contemplation of mere alterations in pleading. His main proposition is to convert the Masters into Judges; to abolish them we

presume, though he is not quite explicit on this point, as Masters, and to make them Judges in Equity for suits involving matters under a given value, and for suits of the administrative class; and to take the management of such suits from their inception to their final determination.

If a certain number of Judges were appointed with such a jurisdiction, we fully agree with Mr. Stewart, that benefit would result from it. And as to the difficulty of determining the extent of their powers, and the forms of pleading and practice which would be useful in such courts, surely the learned persons who are capable of framing Orders for the regulation of proceedings in the higher Courts, could find no great difficulty in framing Rules for the proceedings of inferior ones.

But if the plan shadowed forth by Mr. Stewart is intended to abolish the particular office of Master, and to leave as an Equity establishment, only the superior courts to deal with hostile suits, and suits touching considerable property, and the new inferior courts to deal with administrative suits, and those which affect small amounts of property; then to such a plan we conceive innumerable objections present themselves. What for instance is to be the mode of dealing under the proposed new plan, with exceptions of all kinds to pleadings, or with references of title, arising in suits commenced in the superior court? Is it intended that such matters should be dealt with by the superior court itself, or that they should be referred to the inferior Judge as they now are to the Master? Either of these courses seems very inconvenient. Again, even in heavy suits not of an administrative character, inquiries, which are in fact of the same nature as those which constitute the great business of administrative suits, will sometimes occur; and how are they to be dealt with? To suppose that the superior court is itself to take such inquiries, is of course preposterous; and to refer them to the inferior judge would hardly consist with his in-



creased dignity, besides interfering with his administration of his own judicial business. It is difficult to see how the Equity Judges can ever dispense wholly with the Masters, or with some officers having a considerable portion of their duties. Mr. Stewart touches slightly on this difficulty of the subject, (see p. 52 of his Observations), but hardly we apprehend attributes to it sufficient weight.

We pass now to the next important point of Legal Reform to which Mr. Stewart addresses himself, viz. the shortening of assurances; and on this subject his plan is rather singular; the principle of it is this, that a series of Acts of Parliament should be passed, embodying the common forms now used in conveyances; and connecting them with certain very short forms of conveyances, by declaring that when parties execute those short forms, they shall be intended to adopt, and shall have the benefit of the several full forms which the act attaches to the respective portions of the short ones. Thus, for instance, for an ordinary conveyance of lands, he proposes that the Act should provide a form consisting of a table, in which the first column should contain the name and description of the vendor, the date of his signature, and the attestations of the witnesses; column the second, the same particulars with regard to the purchaser; column the third, the consideration-money; and column the fourth, description of the property. The Act is then to declare, that by adopting and signing such form, the land is to be vested in the purchaser and his heirs; that the vendor by signing adopts such and such covenants—setting forth according to the most approved common forms the usual covenants entered into by a vendor; and that the grant of the lands shall include all ways &c., and the reversion &c., setting forth the common form for the general words usually following the parcels.

Mr. Stewart's plan is therefore to fix as a standard by act of Parliament the common forms now in use, and to establish at the same time a set of parliamentary symbols representing or referrible to those common forms, so that a conveyance executed according to the parliamentary symbols, shall draw to itself the benefit of the common forms; and this he proposes to be applied for all varieties of deeds, purchase-deeds, mortgages, leases, &c.

The plan is undoubtedly ingenious, and deserving of consideration. Nevertheless, several objections to its efficacy occur at once. In the first place, although it is quite true, that, in a majority of cases, the frame of most deeds of the same class is very similar, and might without disadvantage be entirely so, yet it constantly occurs that special points of detail require to be provided for, both in the conveying and covenanting parts. The proposed Acts, to be of any extensive use, would require therefore to embody as great a variety of forms, as are to be found in the published books of precedents; and even then they would fall very far short of the wants of the practitioner, since it is well known that circumstances render it in practice of daily necessity, for the conveyancer to modify in some slight particulars his common forms. In the next place, although undoubtedly the length and balk of muniments of title would be enormously diminished, and conse-

quently that perpetuation of expense which depends upon writing and copying on each successive transaction, would be avoided, yet it is questionable whether an increase of labour and difficulty would not be thrown upon professional men in investigating titles and preparing deeds; and whether, therefore, on the whole, the transfer of property would be much facilitated. In considering, for instance, the effect of one of these short parliamentary deeds, it would of course be necessary always to refer to the Act to see what were the covenants and other clauses that the parties had adopted; and if, as would constantly happen, the transactions were in the least complicated, and the parties had been under the necessity of using any combinations of the short forms, or sets of symbols; or if they had gone still further, and added, as Mr. Stewart proposes, provisos and stipulations of their own, much confusion and difficulty would frequently ensue in determining what forms were drawn into operation by the symbols used, and what would be the effect on the forms of the variations introduced by the parties. We would not be understood to assert that the forms at present in use are not of a length, which in many cases is simply useless, and in many more absolutely pernicious. But we doubt whether any mode of alteration which shall prevent the conveyancer from having before him the effective parts of a deed in the deed itself, will not introduce sources of omission, perplexity, and misunderstanding, which will be more than a counterbalance for the extinction of length. We confess we should prefer seeing some short form of conveyance provided by legislative enactment, on the footing for instance of those introduced into the numerous Railway Acts, accompanied perhaps by a declaration of the meaning attached by the Legislature to the operative words of such conveyances. Short forms of this kind, if put forth and sanctioned, without being in any way made compulsory, by the Legislature, would probably be employed in transfers of small properties, and would, after a few years, acquire a settled construction, which would render them sufficient for the purposes to which they would be applied. As for estates of great extent and value, they are almost always placed under circumstances which render forms of great minuteness, and consequently of considerable length, unavoidable.

## ON RESTRICTIVE CONDITIONS OF SALE.

The practice of selling under what are commonly called restrictive conditions of sale, is of very modern origin, having arisen out of the dangerous state into which it was found that most titles had fallen, and the incapacity of vendors, generally speaking, to support their titles by such evidence as a prudent purchaser would call for. Of the policy of forcing at all upon purchasers, contracts founded upon conditions of this nature, some doubt may be entertained; for it is clear that, unless the persons attending sales were generally informed as to what constitute defects of title, they are not much put on their guard by conditions couched in technical language, restraining them from requiring proofs, the importance or unimportance of which they are unable to appreciate. On these grounds it seems,

that restrictive conditions of sale have found but little favour in the eyes of Courts of Equity, and are generally to be construed strictly against the vendor.

That a vendor who has a defective title may, by apt conditions, so guard himself, as to compel a purchaser to take the title with its defects, is quite clear; but then the conditions must be perfectly explicit. This was determined in *Frere v. Wright*, (4 Mad. 364), in which the restrictive condition was, that the purchaser should have an assignment of the vendor's interest "under such title as he lately held the same." And it was expressly put to the bidders by the auctioneer, that the sale was a re-sale directed on account of a defect in the title, and that the purchaser was not to expect a good title, but to take it as it was. The purchaser was compelled to take the title. The case, it may be thought, could hardly admit of a doubt, unless it was meant to overthrow the rule, that parties sui juris, dealing with each other at arm's length, and without fraud, will be held to their mutual contract, however much it may be to the disadvantage of one of them. For it was impossible to read the condition and not to see that the vendor contracted only to grant what he had, whether it were good or bad. The same point was decided at law in *Wilmet v. Wilkinson*, (6 B. & C. 511). But the vendor, to be thus supported in forcing a defective title on the purchaser, must explicitly make his intention to do so appear on the condition of sale. Therefore, where a vendor contracted to execute and deliver a valid irredeemable disposition of the property, and to deliver to the purchaser certain specified instruments, and it was added "which are all the title-deeds of the property in his custody," it was determined that the purchaser was not restricted to those instruments. (*Dick v. Donald*, 1 Bligh, N. S., 655). There can be no doubt in the mind of any one, that the vendor intended by the particular reservation, taken alone, to exclude the purchaser from calling for the deeds, which he, the vendor, had not; but it will be observed, that the expression of such intention in the restrictive clause was inconsistent with the preceding contract to execute and deliver a valid irredeemable disposition; in other words, to make a good title; and, therefore, whatever might have been the vendor's intention, he did not, on the whole, explicitly express it.

In a recent case before Lord Cottenham, where the same sort of question arose, the fourth condition of sale provided that the vendor should deliver an abstract and deduce a good title. The sixth was in the following words:—"The vendor will deliver up to the purchaser of the greater part in value of the said estates, all the title-deeds and copies of deeds and other documents in his custody, but shall not be bound or required to produce any original deed, or other documents than those in his possession, and set forth in the abstract, or which relate to other property; and such purchaser is to enter into the usual covenants for the production of the title-deeds to the purchaser or purchasers, or proprietor of the remaining or other lots; but if the largest portion in value of the estate shall remain unsold, the vendor shall be entitled to retain the deeds, upon entering into such covenants. All such covenants to be prepared by and at the expense of the per-

son or persons requiring the same, who may have attested copies of such deeds at his or their own expense."

Lord Cottenham held, reversing the judgment of the Court below, that the fourth condition was a positive contract to make a good title; that the sixth did not destroy its effect; and that the purchaser had a right to have the title set forth in the abstract, verified by producing the title-deeds themselves, or if the vendor had them not, by other satisfactory evidence. (*Souley v. Hutt*, 2 Myl. & C. 207).

This case is particularly important as shewing the strong leaning of the Courts against such conditions. For the sixth condition, it will be recollected, distinguished between "delivering up" deeds, and "producing" them. The vendor was to "deliver up" such deeds as he had; but as to such as he had not, he guarded himself against "producing" them. Unless, therefore, the vendor did mean to make a distinction between production as incident to delivery, and production for the purpose of evidence, there could be no reason for the use of the two distinct terms. And the argument of the Court on this point, that, if the word "produce" had been used in the more general sense, "it would not have been confined to deeds in the possession of the vendor, because, for the purpose of proving the abstract, the production of deeds not in his possession, but of which he had the right or the means of procuring the production, would have been equally available," is so extremely refined as to shew that the court was astute to a construction of the restrictive condition, which should not support it.

The principle which we collect from this case is, that if a vendor has in one part of the conditions of sale distinctly and positively undertaken to make a good title, he shall not be intended to destroy that contract by other conditions, which by themselves might be inconsistent with the making a good title, unless upon the strictest construction they are incapable of any other meaning.

Such conditions have been further disapproved in a late case\*, in which the court said, they ought to be discouraged, and subjected to strict construction; and on the whole, it would seem that vendors, to obtain the benefit of conditions guarding them against making the usual proof of good title, must take care to frame their conditions of sale, so as positively and specifically to ascertain the particular matters which they intend to withhold; and must make it perfectly clear on the face of the conditions, that they do intend the restrictions to cut down the general liability to make a title.

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MEMBER RETURNED TO SERVE IN PARLIAMENT.—David Arthur Saunders Davies, Esq., for the county of Carmarthen, in the room of John Jones, Esq., deceased.

MASTERS IN CHANCERY.—The following gentlemen have been appointed Masters Extraordinary in the High Court of Chancery:—John Hett, of Brigg, Lincolnshire; Frederick William Fisher, of Doncaster; George Pell, of Welford, Northamptonshire; Charles Henry Jagger, of Birmingham.

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\* *Morley v. Cook*, before Wigram, V. C., not yet reported.

## Court Papers.

## CAUSE LISTS.—HILARY TERM, 6 VICT.

## Rolls Court.

\* \* The following abbreviations have been adopted to abridge the space the Cause Papers would otherwise have occupied.—*A.* Abated—*Adj.* Adjourned—*A. T.* After Term—*Ap.* Appeal—*C. D.* Cause Day—*C.* Costs—*D.* Demurrer—*E.* Exceptions—*F. D.* Further Directions—*M.* Motion—*P. C.* Pro Confesso—*Pl.* Plea—*Ptn.* Petition—*R.* Re-hearing—*S. O.* Stand Over—*SA.* Short.

Total.	77	100	0	177	22	25	19	20	0	86	91	14	77
Receptions.	4	1	0	5	0	4	0	0	0	4	1	0	1
Further Directions and Receptions.	1	2	0	3	0	1	0	0	0	1	2	1	1
Further Directions and Costs.	15	22	0	37	5	7	4	0	0	16	21	1	20
Cases.	51	67	0	118	17	9	12	20	0	58	60	6	54
Plans and Demurrers.	6	8	0	14	0	4	3	0	0	7	7	6	1

ABSTRACT OF BUSINESS IN THE ROLLS COURT,  
FROM MICHAELMAS TERM TO DECEMBER 30, 1842, INCLUSIVE.

Standing in the printed Book for Hearing at the Commencement of Mich. Term, 1842  
Matters set down after the Printing of the Book for Michaelmas Term and up to  
the Close of the Sittings (1842).....  
Matters in Consent Book .....

Total.....  
Heard and disposed of, or removed from the General Paper—  
As Short Causes .....  
In the regular Paper .....  
Struck out, as abated or compromised, or for some other reason  
Transferred to the Book of Causes of the Lord Chancellor,  
after deducting those that have been re-transferred .....  
Matters in Consent Book .....

Total.....  
Balance undisposed of as above and now for Hearing .....  
Matters adjourned at the Request of Parties as their regular time for Hearing arrived  
Total in the Book .....

## JUDGMENTS.

Bonser v. Cox (E)  
Bonser v. Cox (E)  
Byng v. Lord Stafford }  
Ditto v. Hoare }  
Ditto v. Hill }

PLEAS AND DEMURRERS.  
Egremont v. Cowell (D of deft.  
W. A. Cowell)

CAUSES.  
Adjourned at the request of  
Parties till after 1st day of  
Causes in Hilary Term.  
Miller v. Craig After Term

Leavens v. Edmondson } (E,  
Ditto v. Limbert } F D,  
Ditto v. Ditto } C,  
part heard) Until revived  
Whitway v. Williams (P C)  
Answer filed  
Dean and Chapter of Ely v.  
Gayford (Pl of Edw. Hens-  
ley & ors.) After Appeals  
Same v. Waddelow (Pl of Jas.  
Crowe & ors.) After Appeals  
Same v. Same (Pl of William  
Hardy & an.) After Appeals  
Same v. Shillito (Pl of Steph.  
T. Shillito & ors.) After  
Appeals

Same v. Bliss (Pl of Fred. Ed-  
wards & ors.) After Appeals  
Same v. Hensley (Pl of Wm.  
Hensley & ors.) After App.  
Attorney-Gen. v. Bayly A. T.  
Lumsden v. Morrison East. T.  
Jackson v. Jackson Mich. T.  
Johnson v. Todd } (F D, C,  
Ditto v. Ditto } Ptn) S O  
Ditto v. Ditto }  
Sanger v. Tasker After Term

Adjourned at the request of  
Parties till the 1st day of  
Causes in Hilary Term.

Prince v. Howard } (E, F D,  
Ditto v. Ditto } C) part  
Ditto v. Ditto } heard  
Ditto v. Princes }  
Williams v. Butler (F D, C)  
Attorney-Gen. v. Grocers' Co.  
Attorney-Gen. v. Fargeter  
Gardener v. James  
Martin v. Lee  
Darke v. Pope  
Attorney-Gen. v. Foord }  
Ditto v. Rigidon }  
Ditto v. Fetman }  
Smith v. Skillmain (F D, C)  
Greenwood v. Churchill }  
Robinson v. Carrington } (E)  
Greenwood v. Bishop of }  
Exeter }  
Ditto v. Randall }  
Selby (pauper) v. Jackson }  
James v. James }  
Ditto v. Ditto }  
Ditto v. Ditto }  
Attorney-Gen. v. Drapers'  
Co. (Howell's Charity) }  
Green v. Badley } (F D, C)  
Ditto v. Thompson }  
Dodd v. Ostliffe SA }  
Attorney-Gen. v. Mayor of  
Shrewsbury }  
Walton v. Potter }

Causes set down since last  
printed List to the 30th  
December, 1842.

Beck v. Burn } (C,  
Ditto v. Eaglestone } Ptn.)  
Heming v. Archer } (F D, C,  
Ditto v. Ditto } Ptn.)  
Phillips v. Davies }  
Robins v. Abraham }  
Seiffert v. Badham }  
Att.-Gen. v. Cluck } (F D, C,  
Ditto v. Wise } Ptn.)  
Christian v. Foster (F D, C)  
Fuller v. Knight }  
Barker v. Cocks }  
Whitcher v. Penley }  
Joze v. Morshead }  
Bassil v. Halsey }

Peterson v. Long  
Lawrence v. Kempton  
Collins v. Bees  
Croxtan v. Welsland  
Price v. Lockley } (F D, C)  
Nichols v. Seager }  
Lacklison v. Blane }  
Bowman v. Bell }  
King v. Wilson }  
Harries v. Lloyd }  
Ditto v. Hopkins }  
Mette v. Alderson }  
Hinrichsen v. Hinrichsen }  
Wood v. Wood }  
Cook v. Isaac (F D, C)  
Dunncliffe v. Straw (F D, C)  
Stones v. Dixon }  
Day v. Croft } (F D, C)  
Ditto v. Ditto }  
Goodchild v. Territt }  
Cholmondeley v. Lord Ash-  
berton }  
Beare v. Prior }  
Hodge v. Rexworthy } (F D,  
Ditto v. Hodge } C Ptn)  
Ditto v. Rexworthy }  
Fuller v. Benett }  
Robinson v. Ellis }  
Ditto v. Ditto }  
Att.-Gen. v. Lord Mostyn }  
Att.-Gen. v. Mayor of Chester }  
Att.-Gen. v. Ainslie }  
Manley v. Jones (P C)  
Gaunt v. Taylor (F D, C)  
Hyde v. Dallaway } (E, F D,  
Ditto v. Ditto } C)  
Dawkins v. Rose }  
Attorney-Gen. v. Evans }  
Farr v. Sheriffe }  
Lewis v. Thomas }  
Ditto v. Ditto }  
Maher v. Burn }  
Ditto v. Scott }  
Phene v. Wood }  
Ditto v. Gillow }  
Case v. Evans }  
Dunn v. Tatnall (F D, C)  
Borrell v. Dann }  
Du Hourmelin v. Sheldon } (F  
Ditto v. Dendou } D,  
Ditto v. Camus } C)  
Smith v. Coppleston }  
Davies v. Price (F D, C)  
Morris v. Stolson (F D, C,  
Ptn.) }  
Att.-Gen. v. Irby (F D, C)  
Sweeting v. Hellard (F D, C)  
Wentworth v. Williams (F D,  
C) }  
Attorney-Gen. v. Peltman }  
Stapleton v. Bankes }  
Ditto v. Ditto }  
Jones v. Howells }  
Colburn v. Simms }  
Brown v. Bees }

## Court of Queen's Bench.

## NEW TRIALS

REMAINING UNDETERMINED  
AT THE END OF MICHAEL-  
MAS TERM, 1842.

MICHAELMAS TERM, 1841.  
The Queen v. The Mayor &c.  
of Swansea  
The Queen v. The Inhabitants  
of Challacombe  
HILARY TERM, 1842.  
Gregson v. Ruck & ors.  
Same v. Same

EASTER TERM, 1842.  
Linnet v. Chaffers  
Ross v. Harper  
Chalcroft v. Pooley  
Thompson v. Wood & an.  
Hubbard v. Jarvis  
Rainey v. Bainbridge  
Breeze v. Bradley  
Same v. Jerdein, Beaumont, &  
Bradley  
Same v. Jerdein sued with ors.  
Botteley v. Reed

Martin v. Temperley  
Morrison v. Clarke  
Chandler v. Taylor  
Moses v. Levy  
Grace v. Clench  
Lane v. Goodwin  
Doe d. Marlow v. Wiggins  
Deere v. Ivey  
Doe d. Earl Egremont v.  
Grazbrook  
Same v. Stoate  
Same v. Williams  
Southcombe v. Merriman  
The Queen v. Nott  
The Mayor &c. of Exeter v.  
Warren  
Rawlins v. Jenkins & ors.  
Winchester Corn Exchange Co.  
v. Gillingham & an.  
Brune v. Thomson  
Doe d. Jackson v. Jackson  
Aldred & an. v. Constable  
The Queen v. The Inhabitants  
of Barnaldswick  
Oates v. Atkinson  
Gibson v. Faith & an.  
Rhodes & an. v. Milne  
Alexander v. Ervington  
The Queen v. The Ipswich  
Dock Commissioners  
Doe d. Earl Orford v. Kemp  
Purcell v. Cuming & ors.  
Liddiard v. Skelton  
Hopkinson v. De Medina  
Renno v. Smith  
Doe d. Bell & ors. v. Beckett  
Wilson v. Sewell  
Collis v. Storne  
Pepper v. Barnard & an.  
Doe d. Timmis v. Steele & an.  
Jones v. Ellis  
Davies v. Jones  
Doe d. Williams v. Williams  
Jones v. Thomas & ors.  
John v. Sauer & an.  
Oldfields v. Williams

TRINITY TERM, 1842.  
Toppin v. Field  
For v. Ambler  
Magna v. an. v. Monger  
Evans & an. v. Collins & an.  
Same v. Same  
Ashley v. Gibbs & an.  
Same v. Same  
Hunter v. Neck  
The Queen v. Meyer Albert

## SPECIAL PAPER.

Usher v. Walters  
Same v. Same  
Mackereth v. Dunn  
Doe d. Bishop of Durham v.  
Wharton & an.  
Scadding v. Patrick & an.  
Harper & an. v. Williams  
Smith v. Cartwright  
Smith v. Goldsworthy  
Thompson & an. v. Swaffer  
Toppin v. Field  
Rand & ors. v. Tillett  
Fitchey v. Harley & Wife  
Craig v. Hasell  
Graham & ors. v. Bennett  
Jones v. Bubb  
Cook v. The Aylesbury Rail-  
way Company

MICH. TERM, 1842.  
The Queen v. Walton  
Iveson v. Hemming  
Wilson v. Maclean  
Green v. Elgie & an.  
Hayes v. Caulfield  
Rose v. East India Company  
The Queen v. Byner  
Morrell & ors. v. Parker  
Flower v. Taylor  
White v. Bruce & an.  
Clough & an. v. Taylor & ors.  
Clark & ors. v. Tucker  
Wimson v. Spindler & ors.  
Gibson v. Spindler  
Carr v. Smith  
Bold & an. v. Rotherham  
Marshall & an. v. Lamb  
Burdiss v. Crowds & an.  
Burdiss v. Foster & an.  
Sinkinson v. Gardner  
Fowler & ors. v. Clark  
Thorold v. Dixon  
Doe d. Brumby v. Levesedge  
Doe d. Earl Warwick v. Cook  
Clayton v. Corby  
Bosanquet & ors. v. Woodford  
Webber v. Richards  
Lake v. Arundell  
Wheeler v. Branscombe  
Webb v. Burns  
Atkins v. Newport & ors.  
Doe d. Baker & ors. v. Derry  
Frampton v. Shennan  
Croft & ors. v. Hutter  
Williamson v. Adams & ors.  
Harding v. Harper  
Garbett v. Veale & an.  
The Queen v. The Inhabitants  
of Adderbury Ease  
Greville v. Chapman & ors.  
The West London Railway Co.  
v. Bernard  
Upham v. Goldstone  
Lancaster v. Wisby  
Johnson v. Wood  
The Mayor &c. of Colchester  
v. Brooke  
The Corporation of Colchester  
v. Same  
Allen v. Hayward  
Simpson v. Coates  
Doe d. Jones & ors. v. Harrison  
Bell v. Shelton & an.  
Jones v. Thomas  
Williams v. Hughes & ors.

Lear v. Caldecott  
Alexander v. Martin  
Wilshaw v. Hilditch & an.  
Wylie v. Birch  
Lyll & an. v. Higgins  
Blanchenny v. Burt & ors.  
Allison & ors. v. Hunt  
Walker v. Maclean  
Willoughby v. Willoughby  
Lovell & an. v. Woolley  
Kelly v. Elam  
Cooke v. Parker  
Hooper & an. v. Wise  
Burbidge & an. v. Burbidge  
Henniker & ors. v. Wigg & ors.  
Cheral v. Duke of Beaufort  
Ruffles v. Cock & an.  
Herbert v. Sayer

## ENLARGED RULES

FOR HILARY TERM, 1843.

## First Day.

Williams & Wife v. Panton  
Usher v. Walter  
Usher v. Walters  
Fellows & an. v. Swainson  
Doe d. Egleton v. Roe  
Ex parte Jones in the matter  
of Jones  
Ex parte Carey re Hall  
Moor & an. v. Cook  
Elderton v. Taylor  
Ex parte Pilkington in re Hill  
Allen v. Lowe  
Lowe v. Allen  
In the matter of Asprey  
Doe d. Smith & ors. v. Spencer  
The Queen v. The Gt. North  
of England Railway Co.  
The Queen v. The Justices of  
Middlesex, St. John, Stam-  
ford, and St. Pancras  
The Queen v. Harman  
The Queen v. Fry & ors.  
The Queen v. Deighton  
The Queen v. Hill  
The Queen v. The Mayor &c.  
of Poole  
The Queen v. The Bury Har-  
bour Commissioners  
The Queen v. The Chapel-  
wardens of Marchington

## Second Day.

Crafts v. Wilkinson  
In the matter of the Camber-  
well Rent-charge  
Wood v. Wood  
Taylor v. Rolfe  
Nicholls v. Hunt  
Laws & an. v. Shaw  
Peirce v. Derry  
Daniel & an. v. Barry & ors.  
Stannard v. Bush  
Pilcher v. Evans  
Melville & ors. v. Thomas  
The Queen v. The Justices of  
Sussex  
The Queen v. The Tithe Com-  
missioners (Whitchurch)  
The Queen v. The Church-  
wardens of St. Pancras  
The Queen v. The Aldermen  
&c. of Malmesbury

The Queen v. The London &  
Brighton Railway Co.  
The Queen v. Swann  
The Queen v. The Mayor &c.  
of Leeds  
The Queen v. The Council of  
the Borough of Stamford  
The Queen v. The Commis-  
sioners of Clun Inclosure

## Third Day.

Jackson v. Hunt  
Ex parte Wood in re Clutter-  
buck  
In the matter of Lowe  
Apthorpe v. Abbott  
Bambridge v. Booth  
The Queen v. The Justices of  
Kent  
The Queen v. Budyer & an.  
The Queen v. The Church-  
wardens &c. of Lambeth  
The Queen v. The Justices of  
the West Riding of Yorksh.  
The Queen v. Elliott  
The Queen v. The Inhabitants  
of St. Mary Whitechapel  
The Queen v. The Commis-  
sioners of Ottery Charities

## Fourth Day.

Bosanquet v. Graham  
Same v. Buchan  
Same v. Graham  
Same v. Coates  
Same v. Graham  
Same v. Jackson  
Doe d. Hiscocks v. Pond  
Chambers v. Bryant  
Mills v. Collinson  
The Queen v. The Mayor &c.  
of Stamford  
The Queen v. The Mayor &c.  
of Dartmouth  
The Queen v. The Manchester  
and Leeds Railway Co.  
The Queen v. The Justices of  
Middlesex  
The Queen v. Fowler  
The Queen v. Holt & ors.  
The Queen v. The Justices of  
Oxfordshire

## Fifth Day.

Ex parte Packman  
Furrow v. Milner

## CROWN PAPER.

Kent ..... Reg. v. Inhab. of St. Aldate's, Oxfordsh.  
Durham ..... ———— Governors of Darlington Free  
Grammar School.  
Cheshire ..... ———— John Healing & an.  
Worcestershire ... ———— Inhab. of Norton, Herefordshire.  
Derbyshire ..... ———— John White  
Warwick ..... ———— Inhabitants of Son, Warwickshire.  
Warwickshire .... ———— Inhabitants of Stoneleigh.

## Court of Common Pleas.

## ENLARGED RULES.

To 5th Day.  
Ouchterlony v. Gibson  
To 6th Day.

Boys v. Cross  
Rogers v. Holloway

To 7th Day.

Bradburne v. Whitbread

Enlarged Generally.

Johnson v. Shaw

## NEW TRIALS.

MICHAELMAS TERM, 1842.  
Mortimer v. Cradock

Lackington v. M'Isachlan  
Smith v. Boast  
Lindon v. Sharp

## DEMURRER PAPER.

*Wednesday, Jan. 18,*  
 Parker v. Marchant  
 Grant v. Moser  
 Richardson v. Kensit  
 Harrison v. Heathorne  
 Alexander v. Townley  
 Allautt v. Ashenden

*Friday, Jan. 20th.*  
 Garrard v. Hardy  
*The other Special Argument  
 Days in this Term are—*  
*Wednesday, the 25th.*  
*Friday, the 27th.*

## CUR. ADV. VULT.

Fishmongers' Co. v. Robertson	Same v. Same
Same v. Booth	Corrigan v. London & Black-
Same v. Staines	wall Railway Co.
Warwick v. Rogers	Lyon v. Haynes
Borradaile v. Hunter	Gibson v. Bruce
Harrison v. Heathorne	Turpin v. Bilton
Same v. Same	Badman v. Pugh

## Court of Exchequer.

## SITTINGS—HILARY TERM, 1843.

	<i>Banc.</i>	<i>Nisi Prius.</i>
Wednesd. Jan. 11	.....	.....
Thursday ..... 12	Peremptory paper	Midd. 1st sitting.
Friday ..... 13	.....	.....
Saturday ..... 14	.....	.....
Monday ..... 16	Special paper	.....
Tuesday ..... 17	.....	.....
Wednesday ..... 18	Special paper	London 1st sitting.
Thursday ..... 19	Circuits chosen	Midd. 2nd sitting.
Friday ..... 20	.....	.....
Saturday ..... 21	Crown cases	.....
Monday ..... 23	Special paper	.....
Tuesday ..... 24	Errors	London 2nd sitting.
Wednesday ..... 25	Special paper	Ditto by adjournment.
Thursday ..... 26	.....	Midd. 3rd sitting.
Friday ..... 27	.....	.....
Saturday ..... 28	.....	.....
Monday ..... 30	.....	.....
Tuesday ..... 31	.....	.....

## NEW TRIALS.

## STANDING FOR JUDGMENT.

*Moved Mich. Term, 1841.*  
 Fauntleroy v. Jones  
*Moved Easter Term, 1842.*  
 Heming & Wife v. Power  
*Moved Trinity Term, 1842.*  
 Davidson v. Cooper & an.  
*Moved Mich. Term, 1842.*  
 Imray v. Magnay & an.

## FOR ARGUMENT.

Barbini v. Beech  
 Todd & an. v. Emly & ors.  
 Burmaster & ors. v. Hogarth  
 Burtie v. White  
 Briggs v. Goddard  
 Poole v. Huskinson  
 Middleton & an. v. Gamble  
 Stevenson v. Hubbard  
 Doe d. Nanney v. Pritchard  
 Jones v. Williams  
 Jones v. Williams  
 Hood v. Campbell  
 Riseley v. Ryle  
 Parry v. Mainwaring

Llewellyn v. Earl of Jersey  
 Williams v. Mortimer  
 Sandford v. Alcock  
 Hoyle v. Coupe  
 Bowler & an. v. Burdekin  
 Mackintosh v. Marshall  
 Cussons v. Skinner & ors.  
 Powles v. Beckwith  
 Hawkin v. Hadfield  
 Clark & ors. v. Bulmer & ors.  
 Hutchinson v. Bayford  
 Adam & on. v. Malcolm  
 Doe d. Johnson v. Liversedge  
 Dickson & ors. v. Fletcher  
 Austin v. Croome & an.  
 Meredith v. Fortner  
 Lanyon v. Davey & ors.  
 Snellgrove v. Stevens & ors.  
 Tindale & an. v. Bell & an.  
 Beeman v. Duck  
 Mitchell v. Mitchell  
 Atkinson & an. v. Davies  
*Moved after the 4th day of  
 Mich. Term. 1842.*  
 Harris v. Gibson  
 Vines v. Milson

## SPECIAL PAPER.

## Remanets from Mich. Term, 1842.

STANDING FOR JUDGMENT.	The General Steam Navigation
Catherwood v. Carlson	Company v. Guillon
FOR ARGUMENT.	Bishop of Exeter v. Hawkins
Bain & an. v. Tollemache	& ors.
	Powles v. Innes

## PEREMPTORY PAPER.

<i>Thursday, Jan. 12, 1843, to  be taken at the Sitting of  the Court.</i>	Fryer & an. v. Park
Phillipps v. Claggett	Fletcher v. Crosbie & ors.
	Dell v. Deane
	Watson v. Quilter

## EQUITY SITTINGS, HILARY TERM, 1843.

## Court of Chancery.

## Before the LORD CHANCELLOR, at Westminster.

Wednesday .. Jan. 11	Appeal Motions.
Thursday ..... 12	Petition Day.
Friday ..... 13	.....
Saturday ..... 14	.....
Monday ..... 16	Appeals.
Tuesday ..... 17	.....
Wednesday ..... 18	.....
Thursday ..... 19	Appeal Motions.
Friday ..... 20	.....
Saturday ..... 21	.....
Monday ..... 23	Appeals.
Tuesday ..... 24	.....
Wednesday ..... 25	.....
Thursday ..... 26	Appeal Motions.
Friday ..... 27	.....
Saturday ..... 28	Appeals.
Monday ..... 30	.....
Tuesday ..... 31	Appeal Motions.

## Rolls Court.

## Before the Right Hon. the MASTER OF THE ROLLS, at Westminster.

Wednesday .. Jan. 11	Motions.
Thursday ..... 12	Petitions in General Paper.
Friday ..... 13	.....
Saturday ..... 14	Pleas, Demurrers, Causes, Further Di-
Monday ..... 16	rections, and Exceptions.
Tuesday ..... 17	.....
Wednesday ..... 18	.....
Thursday ..... 19	Motions.
Friday ..... 20	.....
Saturday ..... 21	Pleas, Demurrers, Causes, Further Di-
Monday ..... 23	rections, and Exceptions.
Tuesday ..... 24	.....
Wednesday ..... 25	.....
Thursday ..... 26	Motions.
Friday ..... 27	Pleas, Demurrers, Causes, Further Di-
Saturday ..... 28	rections, and Exceptions.
Monday ..... 30	Petitions in General Paper.
Tuesday ..... 31	Motions.

## At the Rolls.

Wednesday .. Feb. 1 { Short Causes after swearing in the  
 Solicitors.  
 Short Causes, Consent Causes, and Consent Petitions, every  
 Tuesday, at the Sitting of the Court.

## Vice-Chancellors' Courts.

## Before the VICE-CHANCELLOR OF ENGLAND, at Westminster.

Wednesday .. Jan. 11	Motions.
Thursday ..... 12	Petitions.
Friday ..... 13	Unopposed Petitions, Short Causes, Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday ..... 14	.....
Monday ..... 16	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday ..... 17	.....
Wednesday ..... 18	.....
Thursday ..... 19	Motions.
Friday ..... 20	Unopposed Petitions, Short Causes, previous to General Paper.
Saturday ..... 21	.....
Monday ..... 23	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday ..... 24	.....
Wednesday ..... 25	.....
Thursday ..... 26	Motions.

Friday .....	27	Unopposed Petitions, Short Causes, previous to General Paper.
Saturday .....	28	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Monday .....	30	
Tuesday .....	31	Motions.

*Before VICE-CHANCELLOR KNIGHT BAUER, at Westminster.*

Wednesday .. Jan.	11	Motions.
Thursday .....	12	Adjourned Petitions. New Petitions, and Causes.
Friday .....	13	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	14	Unopposed Petitions, Short Causes, and Ditto.
Monday .....	16	
Tuesday .....	17	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	18	
Thursday .....	19	Motions and Ditto.
Friday .....	20	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	21	Unopposed Petitions, Short Causes, and Ditto.
Monday .....	23	
Tuesday .....	24	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	25	
Thursday .....	26	Motions and Ditto.
Friday .....	27	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	28	Unopposed Petitions, Short Causes, and Ditto.
Monday .....	30	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	31	Motions and Ditto.

*Before VICE-CHANCELLOR WIGHAM, at Westminster.*

Wednesday .. Jan.	11	Motions.
Thursday .....	12	Petitions and Causes.
Friday .....	13	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	14	Unopposed Petitions, Short Causes, and Ditto.
Monday .....	16	
Tuesday .....	17	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	18	
Thursday .....	19	Motions and Ditto.
Friday .....	20	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	21	Unopposed Petitions, Short Causes, and Ditto.
Monday .....	23	
Tuesday .....	24	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Wednesday .....	25	
Thursday .....	26	Motions and Ditto.
Friday .....	27	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Saturday .....	28	Unopposed Petitions, Short Causes, and Ditto.
Monday .....	30	Pleas, Demurrers, Exceptions, Causes, and Further Directions.
Tuesday .....	31	Motions and Ditto.

## COMMON-LAW SITTINGS, HILARY TERM.

### Court of Queen's Bench.

In Term.		
MIDDLESEX.		LONDON.
1st sitting, Thursday, Jan. 12		
By adjournment .. 13, 14, 16		
2nd sitting, Tuesday .....	17	
By adjournment .... 18, &c.		
Undefended.		
3rd sitting, Saturday .....	28	Wednesday .....
		Jan. 11
		After Term.
Wednesday .....	Feb. 1	Thursday .....
		Feb. 2
		(to adjourn only).

The court will sit at eleven o'clock in term in Middlesex; at twelve in London; and in both at half-past nine after term.—Middlesex long causes will be postponed from the 12th and

17th Jan. to the 1st Feb.—Short defended as well as undefended causes, entered for the sitting on Jan. 30th, will be tried on that day, if the plaintiffs wish it, unless there be a satisfactory affidavit of merits.—Causes standing over with judgment of the term in Middlesex, will be taken on the 1st Feb. if the writs are resealed.

Plaintiffs' Attorneys are requested to apply in court when the last cause is called on, on the 16th Jan. for their record and writs, in order to reseat the writs and see that the dates are right for the second sittings, which begin on the 17th Jan.

### Court of Common Pleas.

In Term.		
MIDDLESEX.		LONDON.
Wednesday .....	Jan. 18	Friday .....
Wednesday .....	25	Friday .....
		Jan. 20
		Jan. 27

#### After Term.

Wednesday .....	Feb. 1	Thursday .....	Feb. 2
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The court will sit at ten o'clock in the forenoon on each of the days in term, and at half-past nine precisely on each of the days after term.—The causes in the list for each of the above sitting days in term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.—On Thursday, the 2nd Feb., in London, no causes will be tried, but the court will adjourn to a future day.

### Exchequer of Pleas.

In Term.		
MIDDLESEX.		LONDON.
1st sitting, Thursday, Jan. 12		1st sitting, Wednesday, Jan. 18
2nd sitting, Thursday .... 19		2nd sitting, Tuesday .... 24
3rd sitting, Thursday .... 26		By adjournment, Wednesday 29

#### After Term.

Wednesday .....	Feb. 1	Thursday .....	Feb. 2
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(To adjourn only).

The court will sit in Middlesex, during term, at Nisi Prius, by adjournment, from day to day, until the causes entered for those sittings respectively are disposed of.—The court will sit at ten o'clock.

### London Chancery.

TUESDAY, JANUARY 8.

#### BANKRUPTS.

JAMES SWEETMAN EIFFE, Lombard-street, and South-crescent, Bedford-square, chronometer maker, Jan. 7 at 12, and Feb. 10 at 11, Court of Bankruptcy, London: Off. Ass. Belcher; Sol. Hodgson, 8 A, Red Lion-square.—Fiat dated Dec. 29.

WILLIAM PAINE, Stony Stratford, Buckinghamshire, baker, Jan. 17 at 11, and Feb. 14 at 12, Court of Bankruptcy, London: Off. Ass. Turquand; Sols. Austin & Hobson, 4, Raymond-buildings, Gray's-inn.—Fiat dated Dec. 24.

WILLIAM COCK, Bungay, Suffolk, grocer, miller and corn-chandler, Jan. 11 at 1, and Feb. 21 at 11, Court of Bankruptcy, London: Off. Ass. Gibson; Sols. Margetson & Co., Bungay; Clarke & Co., Lincoln's-inn-fields.—Fiat dated Dec. 21.

JOHN MAYER, New City-chambers, Bishopsgate-street, earthenware manufacturer, Jan. 17 at half-past 2, and Feb. 14 at 11, Court of Bankruptcy, London: Off. Ass. Edwards; Sol. Lewis, 16, Wilmington-square.—Fiat dated Dec. 31.

JAMES HODSON, Reading, Berkshire, druggist, Jan. 10 at 2, and Feb. 15 at 12, Court of Bankruptcy, London: Off. Ass. Lackington; Sol. Parker, St. Paul's Church-yard.—Fiat dated Dec. 30.

JOHN LOCKWOOD, Lepton, Kirkheaton, Yorkshire, manufacturer of fancy waistcoating, Jan. 13 at 12, and Feb. 1 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Freeman; Sol. Overend, Kirkburton.—Fiat dated Dec. 17.

JOHN CROWTHER, Huddersfield, Yorkshire, corn-miller, Jan. 16 and Feb. 6 at 11, District Court of Bankruptcy, Leeds: Off. Ass. Freeman; Sol. Jacob, Huddersfield.—Fiat dated Dec. 30.

JOHN RAY, Leeds, porter merchant and money scrivener, Jan. 20 at 3, and Feb. 6 at 12, District Court of Bankruptcy, Leeds: Off. Ass. Young; Sols. Barr & Co., Leeds.—Fiat dated Dec. 30.



**JOSEPH WILSON**, Manchester, warehouseman, Jan. 14 and Feb. 20 at 11, District Court of Bankruptcy, Manchester: Off. Ass. Pott; Sols. Atkinson & Saunders, Manchester; Makinson & Sanders, 3, Elm-court, Middle-temple.—Fiat dated Dec. 27.

**GEORGE FORSTER**, Newcastle-upon-Tyne, butcher, Jan. 16 at 1, and Feb. 21 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne: Off. Ass. Baker; Sols. Hodge, Newcastle-upon-Tyne; Crosby & Compton, 3, Church-court, Old Jewry.—Fiat dated Dec. 28.

**JAMES TAYLOR and JAMES BUTTERWORTH**, Rochdale, Lancashire, painters, oil and colourmen, Jan. 13 and Feb. 8 at 1, District Court of Bankruptcy, Manchester: Off. Ass. Pott; Sol. Whitehead, Rochdale.—Fiat dated Dec. 28.

#### MEETINGS.

*Wm. Nicholls*, Adam's-mews, Edgeware-road, livery-stable keeper, Jan. 13 at half-past 11, Court of Bankruptcy, London, pr. d.—*John Alexander and Henry Gibbon*, Wolverhampton, Staffordshire, chemists, Jan. 16 at half-past 11, District Court of Bankruptcy, Birmingham, pr. d.—*Henry Blackman*, Cranbrook, Kent, grocer, Jan. 12 at half-past 12, Court of Bankruptcy, London, last ex.—*W. Hopper*, Great Queen-st., Lincoln's-inn-fields, carpet warehouseman, Jan. 13 at 11, Court of Bankruptcy, London, last ex.—*B. Jones*, Llanidloes, Montgomeryshire, banker, Jan. 27 at 11, District Court of Bankruptcy, Manchester, last ex.—*Thos. Gales*, *Wm. John Guest*, *J. F. Naisby*, and *Matthew Kirtley*, Hylton, Durham, ship-builders, Jan. 30 at 12, District Court of Bankruptcy, Newcastle-upon-Tyne, last ex. *Thos. Gales*—*Rice Harris*, Birmingham, glass manufacturer, Feb. 10 at 11, Birmingham District Court of Bankruptcy, last ex.—*C. Edwin Garman*, Tottenham-court-road, chemist, Jan. 26 at half-past 11, Court of Bankruptcy, London, and ac.—*Wm. Freeman*, Acton-street, Bagnigge-wells-road, builder, Jan. 26 at 12, Court of Bankruptcy, London, and ac.—*Henry Oglan*, Holywell-street, Shoreditch, victualler, Jan. 26 at half-past 12, Court of Bankruptcy, London, and ac.—*Walter Geo. Dodds*, Howford-buildings, Fenchurch-street, merchant, Jan. 26 at 1, Court of Bankruptcy, London, and ac.—*Julius Ewald Beerbohm* and *Wm. Edmund Slaughter*, Fenchurch-street, merchants, Jan. 24 at half-past 12, Court of Bankruptcy, London, and ac. sep. est. *Julius E. Beerbohm*—*Thos. Bell*, Newcastle-upon-Tyne, tea-dealer, Jan. 26 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, and ac.; Jan. 30 at 10, div.—*Mark Pearson*, Workington, Cumberland, chemist, Jan. 24 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, and ac.; Jan. 25 at 11, div.—*William Burton*, Hutton, near Rudby, Yorkshire, miller, Jan. 31 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne, and ac.—*John Pearson*, Kingswinford, Staffordshire, porter dealer, Feb. 2 at half-past 11, District Court of Bankruptcy, Birmingham, and ac.—*Charles D. Bower*, Cannon-street, London, comb-maker, Jan. 24 at 12, Court of Bankruptcy, London, div.—*Alexander McKensie*, Hammond's-court, Mincing-lane, London, wine-merchant, Jan. 24 at half-past 12, Court of Bankruptcy, London, div.—*John Young*, New-cut, Lambeth, victualler, Jan. 24 at half-past 1, Court of Bankruptcy, London, div.—*Arthur H. Henn*, Holborn, hatter, Jan. 24 at 1, Court of Bankruptcy, London, div.—*Jas. Fisher* and *W. Milner*, Norwich, drapers, Jan. 26 at 12, Court of Bankruptcy, London, div.—*William Chapman* and *Charles M. Woodyer*, Hope-wharf, Wapping, coal merchants, Jan. 26 at 11, Court of Bankruptcy, London, div.—*Jas. Simmons*, *John Simmons*, and *John Pine*, Battersea, Surrey, and Stoney-street, Southwark, manufacturers of prussiate of potash, Jan. 24 at half-past 11, Court of Bankruptcy, London, div. sep. est. *John Pine*—*Rob. N. Muntion*, jun., Fletland Mills, Greatford, Lincolnshire, miller, June 25 at 11, Birmingham District Court of Bankruptcy, and ac.—*Edm. Burdakin*, Manchester, banker, Jan. 30 at 1, District Court of Bankruptcy, Manchester, div.—*Chas. L. Wrenshall*, Liverpool, dealer in music, Jan. 26 at 12, Court of Bankruptcy, Liverpool District, div.—*Wm. Gorsuch*, Liverpool, hotel keeper, Jan. 31 at 11, Court of Bankruptcy, Liverpool District, div.

#### CERTIFICATES

*To be allowed, unless Cause shown to the contrary.*

*Hen. Steph. Winter*, Regent-street, milliner, Jan. 26 at 1, Court of Bankruptcy, London.—*Thos. Gibbon*, Bucklersbury, coffee-house keeper, Jan. 24 at 11, Court of Bankruptcy,

London.—*Radford Potts*, Leeds, Yorkshire, wool broker, Jan. 25 at 1, District Court of Bankruptcy, Leeds.—*A. Thwaites*, Newcastle-upon-Tyne, brewer, Jan. 26 at 12, District Court of Bankruptcy, Newcastle-upon-Tyne.—*M. Pearson*, Workington, Cumberland, chemist, Jan. 25 at 12, District Court of Bankruptcy, Newcastle-upon-Tyne.—*Thos. Bell*, Newcastle-upon-Tyne, tea dealer, Jan. 31 at 1, Newcastle-upon-Tyne District Court of Bankruptcy.—*Wm. Elder*, Newcastle-upon-Tyne, grocer, Jan. 28 at 11, District Court of Bankruptcy, Newcastle-upon-Tyne.—*John Spark Aird*, East Herrington, Durham, cattle salesman, Jan. 28 at 1, District Court of Bankruptcy, Newcastle-upon-Tyne.—*Robert Clough*, Poulton-cum-Seacombe, Cheshire, alkali manufacturer, Jan. 26 at half-past 1, District Court of Bankruptcy, Liverpool.—*Eliz. Sanders*, Chesham, Buckinghamshire, grocer, Jan. 24 at 12, Court of Bankruptcy, London.—*Steph. Simson*, Southampton, watch maker, Jan. 26 at half-past 12, Court of Bankruptcy, London.—*Jas. King*, Salisbury, Wiltshire, draper, Jan. 26 at half-past 12, Court of Bankruptcy, London.—*William Bayley*, Hastings, Sussex, wholesale grocer, Jan. 28 at half-past 12, Court of Bankruptcy, London.—*Johann J. Schenck*, Addle-street, London, merchant, Jan. 24 at half-past 11, Court of Bankruptcy, London.—*Wm. Charnock*, Albion-terr., Wandsworth-road, Surrey, plumber, Jan. 27 at half-past 2, Court of Bankruptcy, London.—*Robert Adams*, Manchester, provision merchant, Jan. 25 at 1, Manchester District Court of Bankruptcy.—*Benj. Allport*, Liverpool, coffee merchant, Jan. 26 at 1, District Court of Bankruptcy, Liverpool.—*D. Nyman*, Bath, Somersetshire, and Cheltenham, Gloucestershire, furrier, Jan. 27 at 11, Bristol District Court of Bankruptcy.—*Mich. Pellett*, Arundel, Sussex, miller, Jan. 25 at half-past 12, Court of Bankruptcy, London.—*Jas. Robbins*, Winchester, Hampshire, bookseller, Jan. 26 at 2, Court of Bankruptcy, London.—*Robert Watson*, Colne, Lancashire, manufacturer of pieces, Jan. 25 at 1, District Court of Bankruptcy, Manchester.—*W. C. Fletcher*, Manchester, retail bookseller, Jan. 24 at 12, District Court of Bankruptcy, Manchester.—*Pim Nevins*, Leeds, cloth manufacturer, Jan. 26 at 11, District Court of Bankruptcy, Leeds.—*Richard Greenwood*, Dewsbury, Yorkshire, linen draper, Jan. 27 at 12, District Court of Bankruptcy, Leeds.—*E. Hods*, Birmingham, draper, Feb. 2 at 12, Birmingham District Court of Bankruptcy.—*E. S. Webster*, Birmingham, draper, Jan. 25 at 11, District Court of Bankruptcy, Birmingham.—*Benj. Hargreaves*, Manchester, draper, Jan. 24, Court of Bankruptcy, London.—*Samuel Cartwright*, Great Bolton, Lancashire, ironmonger, Jan. 24, Court of Bankruptcy, London.—*Wm. S. Batson*, *John Wilson*, and *Jas. Longhorn*, Berwick-upon-Tweed, bankers, Jan. 24, Court of Bankruptcy, London.—*H. Hepworth*, Leeds, cloth manufacturer, Jan. 24, Court of Bankruptcy, London.—*Thos. Briggs*, Newcastle-upon-Tyne, grocer and tea dealer, Jan. 24, Court of Bankruptcy, London.—*Thomas Hampson*, Liverpool, broker, Jan. 24, Court of Bankruptcy, London.—*Charles Newman*, Scrips, Little Coggleshall and Great Coggleshall, Essex, and Llanar, Carmarthenshire, Jan. 24, Court of Bankruptcy, London.—*Peter A. Hepburn*, Powis-place, Hampstead-road, bottled-beer merchant, Jan. 24, Court of Bankruptcy, London.—*Rich. H. Smyth*, Cornhill, merchant, Jan. 24, Court of Bankruptcy, London.—*Wm. Stewart*, Ludgate-hill, muslin manufacturer, Jan. 24, Court of Bankruptcy, London.—*J. Dudley*, London-terrace, Hackney-road, chemist, Jan. 24, Court of Bankruptcy, London.—*William Burrell*, Chingford, Essex, farmer, Jan. 24, Court of Bankruptcy, London.—*Samuel Wild*, Manchester, coal dealer, Jan. 24, Court of Bankruptcy, London.

#### PARTNERSHIPS DISSOLVED.

*Rob. Suter* and *Alf. R. Bristolow*, Greenwick, Kent, attorneys and solicitors.—*Thos. Wm. Tottie* and *John S. Hinks*, Leeds, Yorkshire, solicitors.

#### SCOTCH SEQUESTRATIONS.

*Walter Ballantine*, Shirva, Kirkintilloch, and Dumbarton.—*Jas. Connel*, St. Andrews, draper.—*Peter Reid*, Ballinluig, or Tullimet, Perthshire, merchant.—*J. Wardrop*, Dundee, grocer.

#### INSOLVENT DEBTORS.

*Saturday, Dec. 31, 1842.*

*The following Assignees have been appointed. Further Particulars may be learned at the Office, in Portugal-st., Lincoln's-inn-fields, on giving the Number of the Case.*

*Wm. Thomas*, Pontfren Cellan, Cardiganshire, farmer, No.

59,961 C.; Wm. Hitchcock, assignee.—*Wm. Harbour*, Ball-alley, Lombard-st., cork cutter, No. 53,908 T.; Wm. Hancock, assignee.—*Henry Wallace*, Kingdon Bottom, Kingston-upon-Thames, Surrey, baker, No. 54,083 T.; Joseph Smith, assignee.—*James Bown*, Castleton, near Sherborne, Dorsetshire, tailor, No. 60,862 C.; S. U. Salter, assignee.—*Wm. Bond*, Honiton, Devonshire, baker, No. 60,775 C.; George Vigers and Wm. Adams, assignees.—*J. Sheffield*, Leicester, attorney's clerk, No. 61,585 C.; John Houlden and William Watts, assignees.—*M. Pollitt*, Beardwood Fold, near Blackburn, Lancashire, labourer, No. 60,704 C.; Peter Haydock, assignee.—*Robt. Pollitt*, Beardwood Fold, near Blackburn, Lancashire, labourer, No. 60,683 C.; Peter Haydock, assignee.—*John Pollitt*, Beardwood Fold, near Blackburn, Lancashire, labourer, No. 60,682 C.; Peter Haydock, assignee.—*Ralph Byne*, Bristol, out of business, No. 61,317 C.; Wm. Halton, assignee.—*Wm. Nudbeem*, Hill-top, New Forest, Hampshire, labourer, No. 59,334 C.; J. Templer, assignee.—*Wm. Buck*, Great Cambridge-st., Hackney-road, commercial clerk, No. 54,138 T.; Robert Shepherd, assignee.—*T. Scrimshire*, jun., Husband's Bosworth, Leicestershire, tailor, No. 61,419 C.; John Atterbury, assignee.—*W. Foot*, Kingsbridge, Devonshire, innkeeper, No. 61,386 C.; W. J. P. Wilkinson, assignee.—*Wm. Firth*, Skelmenhorpe, near Huddersfield, Yorkshire, merchant, No. 61,575 C.; J. Chawner, assignee.—*R. Hathornthwaite*, Marshaw, Over Wyersdale, near Lancaster, labourer, No. 61,488 C.; Wm. Robinson, assignee.—*Wm. W. Coombe*, Lemonford-mills, near Ashburton, Devonshire, miller, No. 60,777 C.; George Mortimore, assignee.—*Joe. Slater*, Ashton-under-Lyne, Lancashire, joiner, No. 61,025 C.; Henry Johnson, assignee.—*R. E. Sanders*, Millman-st., Bedford-row, attorney's clerk, No. 54,026 T.; Richard Atkinson, assignee.—*Wm. Rogers*, Dodbrook, Devonshire, innkeeper, No. 61,115 C.; W. J. P. Wilkinson, assignee.—*John Gaskell*, St. Helens, Lancashire, provision shopkeeper, No. 61,062 C.; Peter Hope, assignee.—*Thomas Green*, Sleaford, Lincolnshire, out of business, No. 61,087 C.; Henry Husband and Thomas Husband, assignees.—*G. Burridge*, High-st., Deptford, Kent, tailor, No. 54,004 T.; W. Sandom, assignee.—*Abraham Wrigley*, Oldham, Lancashire, licensed victualler, No. 61,300 C.; James Wheeler, assignee.—*Abel Brearley*, Longacres, Whitworth, near Rochdale, Lancashire, licensed victualler, No. 61,520 C.; John Steele, assignee.—*Thomas Waller*, Belle-vue-terrace, Ball's-pond-rd., Kingsland, gentleman, No. 54,113 T.; W. Trewheals and T. W. T. Dowers, assignees.—*John Dale*, Manchester, boot maker, No. 60,505 C.; Samuel Satterthwaite and John Fraser, assignees.

*The following Prisoners are ordered to be brought before the Court, in Portugal-st., on Tuesday, Jan. 24, at 9.*

*George Hemmens*, Collier-st., Pentonville, wine merchant.—*E. F. Noll*, Waterloo-terrace, Whitechapel-road, out of business.—*Wm. Burgis*, Fleet-st., out of business.—*J. Scott*, Bethnal-green-road, carpenter.—*Wm. Cockburn*, Stephen-st., Tottenham-court-road, messenger in the Navy-office, Somerset-house.—*John Bond Ratcliffe*, Trinity-terrace, Trinity-sq., Surrey, out of business.—*Wm. Creed*, Fenchurch-st., tailor.—*Robert Buiset*, York-road, Waterloo-road, out of business.—*The Rev. John Robert Barber*, Marlborough-place, Kennington-green, clerk.—*William Jack*, Broad-court, Drury-lane, tailor.—*John Martin*, Park-st., Kennington-cross, Surrey, smith.—*Robert B. Butcher*, Chapel-st., Pentonville, out of business.—*Patrick Hay*, Jermyn-st., St. James's, Middlesex, out of business.

*Jan. 26, at the same hour and place.*

*Edward Hodges*, Holywell-st., Milbank-st., Westminster, general merchant.—*Mary Ann Procter*, York-road, Lambeth, lodging-house keeper.—*Thomas Cole*, Great Barlow-st., Marylebone, bricklayer.—*Thomas Barker*, Brunswick-st., Hackney, carpenter.—*Henry Hicks*, Chase-side, Enfield, baker.—*George Boyd*, Thistle-grove, Little Chelsea, out of business.—*C. W. Phillips*, Beresford-st., Walworth, surgical instrument maker.—*Wm. Chinn*, jun., Broxbourne, Hertfordshire, and Great Chart-st., Hoxton, conductor on the northern and eastern counties railway.—*John Wm. Dibley*, St. John-street, Walworth-common, clerk in the Custom-house.—*C. Thomas*, South Wharf-road, Paddington, butcher.—*John Goodenough*, Stanmore-st., Somers'-town, baker.—*Thomas Southern*, Philpot-terrace, Edgware-road, Paddington, parish beadle.

**INSOLVENT DEBTORS' DIVIDENDS.**

*John Ingarfield*, Devonshire-st., Queen's-sq., fishmonger,

Jan. 6, Ryley's, Orange-st., Bloomsbury: 9½d. in the pound.—*Edward Cole*, East Mount-terrace, Whitechapel-rd., lieutenant on half-pay, Jan. 3, Thompson's, High-st., Wapping: 2s. 6d. in the pound.—*Jacob Twigg*, Darlaston, near Wednesbury, Staffordshire, surveyor, Jan. 9, Adams & Son's, Darlaston: 3s. 11d. in the pound.

#### MEETINGS.

*John Brokenshir*, Ramsgate, Kent, and Brixham, Devonshire, out of business, Jan. 18 at 11, Wightwick's, Ramsgate, sp. affairs.

#### FRIDAY, JANUARY 6.

##### BANKRUPTS.

**GEORGE PILE and WILLIAM JAMES BERNARD STAUNTON**, Salvador-house, Bishopsgate-street-without, wine and spirit merchants, Jan. 17 at half-past 12, and Feb. 17 at 11, Court of Bankruptcy, London; Off. Ass. Graham; Sols. J. & C. Pollocks, 19, Great George-st. Westminster.—Fiat dated Dec. 24.

**THOMAS MANNING**, High-street, Camden-town, grocer, Jan. 17 at half-past 1, and Feb. 17 at 12, Court of Bankruptcy, London; Off. Ass. Green; Sol. May, Queen-square, Bloomsbury.—Fiat dated Dec. 31.

**HUGH WHITE**, Topsham, Devonshire, builder, Jan. 19 and Feb. 9 at 1, District Court of Bankruptcy, Exeter; Off. Ass. Hirtzell; Sols. W. & J. S. Kingdon, Exeter; Burfoot, Temple.—Fiat dated Dec. 31.

**JOHN SWALLOW**, sen., **JOHN SWALLOW**, jun., and **GEORGE SWALLOW**, Brow and Sterne Mills, Skircoat, Halifax, Yorkshire, corn millers, Jan. 20 at 2, and Feb. 6 at 1, District Court of Bankruptcy, Leeds; Off. Ass. Young; Sol. Wavell, Halifax.—Fiat dated Dec. 29.

**EDWARD THOMAS HALL and JAMES HALL**, Leeds, Yorkshire, flax spinners and manufacturers, Jan. 19 and Feb. 9 at 12, District Court of Bankruptcy, Leeds; Off. Ass. Hope; Sol. Blackburn, Leeds.—Fiat dated Dec. 29.

**MATTHEW WILLOCK**, Huddersfield, Yorkshire, merchant, Jan. 23 at 12, and Feb. 6 at 1, District Court of Bankruptcy, Leeds; Off. Ass. Freeman; Sols. Brook & Freeman, Huddersfield.—Fiat dated Dec. 26.

**WILLIAM GAWTHORP**, Huddersfield, Yorkshire, plumber and glazier and retailer of beer, Jan. 19 and Feb. 9 at 1, District Court of Bankruptcy, Leeds; Off. Ass. Fearn; Sol. Hellawell, Huddersfield.—Fiat dated Dec. 26.

**GEORGE CLEMENTS HARRIL**, Bristol, auctioneer, Jan. 18 and Feb. 17 at 11, District Court of Bankruptcy, Bristol; Off. Ass. Acraman; Sol. Kay & Co., Bristol; Burfoot, Temple.—Fiat dated Jan. 3.

#### MEETINGS.

*Ellis John Troughton*, St. Michael's-alley, Cornhill, merchant, Jan. 18 at half-past 11, Court of Bankruptcy, London, pr. d.—*Hen. Baker*, Mark-lane, merchant, Jan. 17 at 1, Court of Bankruptcy, London, pr. d.—*Fredk. Newcomb*, Newgate-market, carcase butcher, and Theberton-street, Islington, ham and beef shopkeeper, Jan. 17 at 12, Court of Bankruptcy, London, last ex.—*Simon Davis*, Church-lane, Whitechapel, linen-draper, Jan. 16 at half-past 11, Court of Bankruptcy, London, last ex.—*Jas. Marcus Frames*, Gosport, Southampton, grocer, Jan. 19 at half-past 11, Court of Bankruptcy, London, last ex.—*John Adams*, George-street, Spitalfields, furniture-dealer, Jan. 19 at 11, Court of Bankruptcy, London, last ex.—*Jos. Lindon*, Plymouth, Devonshire, merchant, Jan. 18 at 11, District Court of Bankruptcy, Exeter, last ex.—*Wm. Urquhart*, Wellington-street, Strand, merchant, Feb. 3 at 11, Court of Bankruptcy, London, aud. ac.—*Richd. H. Smyth*, Cornhill, and Cushion-court, Broad-st., merchant, Jan. 31 at 11, Court of Bankruptcy, London, aud. ac.—*Wm. Hen. Ball*, Kennington-cross, Surrey, coachmaster, Jan. 31 at half-past 11, Court of Bankruptcy, London, aud. ac.—*Thos. Chapman*, jun., Chencies-street, Tottenham-court-road, and Great George-street, Euston-square, dairyman, Jan. 30 at 11, Court of Bankruptcy, London, aud. ac.—*Joseph Baker* and *Edwd. Swinburne*, Birmingham, timbermerchants, Jan. 28 at half-past 11, District Court of Bankruptcy, Birmingham, aud. ac.; Feb. 6 at 12, div.—*Samuel A. Goddard* and *Richd. Hill*, Birmingham, merchants, Jan. 30 at half-past 11, District Court of Bankruptcy, Birmingham, aud. ac.—*Wm. Nash*, Olbury, Shropshire, grocer, Jan. 28 at 12, District Court of Bankruptcy, Birmingham, aud. ac.; Feb. 4 at 12, div.—*Chas. Bindley and Francis Copland*, Birmingham,

coach-makers, Jan. 30 at 12, District Court of Bankruptcy, Birmingham, aud. ac.—*Geo. Jellicoe*, Bilston, Staffordshire, ironmaster, Jan. 31 at 12, District Court of Bankruptcy, Birmingham, aud. ac.—*Michael Blood*, North Audley-street, Grosvenor-square, surgeon, Jan. 27 at 10, Court of Bankruptcy, London, div.—*Julius E. Beerbohm* and *W. E. Slaughter*, Fenchurch-st., merchant, Jan. 31 at 12, Court of Bankruptcy, London, div.—*Jos. Scott* and *Hen. Coker*, Wood-street, Cheapside, woolen warehousemen, Jan. 27 at half-past 10, Court of Bankruptcy, London, div.—*James F. Saunders* and *Chas. Alex. Saunders*, George-yard, Lombard-street, merchants, Jan. 27 at half-past 11, Court of Bankruptcy, London, div. sep. est. *Jas. F. Saunders*.—*Geo. Chapman*, Pullin's-pl., Islington, cowkeeper, Jan. 27 at 11, Court of Bankruptcy, London, div.—*John C. Lucas* and *Thos. Lucas*, Aldersgate-st., lozenge manufacturers, Jan. 27 at 12, Court of Bankruptcy, London, div.—*M. C. Price*, Brentford, glass seller, Jan. 20 at 11, Court of Bankruptcy, London, div.—*William Hopper*, Great Queen-street, Lincoln's-inn's-fields, carpet warehouseman, Jan. 27 at 11, Court of Bankruptcy, London, div.—*Wm. Mearns*, Liverpool, shawl dealer, Jan. 27 at 11, District Court of Bankruptcy, Liverpool, div.—*Jos. Woodhead*, Duckmanton, Sutton cum Duckmanton, Derbyshire, cattle-dealer, Feb. 1 at 12, District Court of Bankruptcy, Leeds, aud. ac.; and Feb. 3 at 12, div.—*John Mills*, London-wall, canal-carrier, Jan. 30 at half-past 11, Court of Bankruptcy, London, aud. ac.

#### CERTIFICATES

To be allowed, unless Cause shewn to the contrary.

*John Reid*, King William-st., London, chemist and druggist, Jan. 27 at 2, Court of Bankruptcy, London.—*J. Richmond*, Lime-st., merchant, Jan. 31 at half-past 12, Court of Bankruptcy, London.—*T. Arnold*, Paternoster-row, bookseller, Jan. 30 at 2, Court of Bankruptcy, London.—*John M. Mills* and *Wm. B. Mills*, Great Berkhamstead, Hertfordshire, brewers, Jan. 30 at 1, Court of Bankruptcy, London.—*Samuel Rayner*, Derby, marble mason, Jan. 30 at half-past 1, Court of Bankruptcy, London.—*T. Jenner*, jun., High-st., St. Giles's, oil and colourman, Jan. 31 at half-past 11, Court of Bankruptcy, London.—*Chas. Mottram*, Wood-st., Cheapside, Manchester warehouseman, Feb. 1 at half-past 2, Court of Bankruptcy, London.—*M. Foster*, Crosby-hall-chambers, London, and Hackney, merchant, Jan. 31 at 11, Court of Bankruptcy, London.—*John Brooks*, Liverpool, hotel keeper, Jan. 31 at 1, District Court of Bankruptcy, Liverpool.—*Thos. Perry*, Liverpool, builder, Jan. 28 at 11, District Court of Bankruptcy, Liverpool.—*Richard Hill*, Birmingham, merchant, Jan. 30 at half-past 11, District Court of Bankruptcy, Birmingham.—*S. A. Goddard*, Birmingham, merchant, Jan. 30 at half-past 11, District Court of Bankruptcy, Birmingham.—*Thomas Cox*, Birmingham, lamp manufacturer, Jan. 28 at half-past 12, District Court of Bankruptcy, Birmingham.—*John Bent*, Dudley, Worcestershire, grocer, Jan. 31 at 1, District Court of Bankruptcy, Birmingham.—*James James*, Ross, Herefordshire, grocer, Jan. 30 at 1, District Court of Bankruptcy, Birmingham.—*Edwin Hodgson*, Birmingham, draper, Feb. 2 at 12, District Court of Bankruptcy, Birmingham.—*Henry Hedger* and *James Hedger*, Coventry, watch manufacturers, Jan. 31 at 2, District Court of Bankruptcy, Birmingham.—*Fred. Henry West*, Walsall, Staffordshire, soda water manufacturer, Jan. 30 at 2, District Court of Bankruptcy, Birmingham.—*W. Heslewood*, *R. Heslewood*, and *J. Skitt*, Kingston-upon-Hull, and Red Lion-wharf, Thames-st., London, white-lead manufacturers, Feb. 1 at 11, District Court of Bankruptcy, Leeds.—*N. L. Fernandes* and *J. L. Fernandes*, jun., Wakefield, Yorkshire, corn millers, Jan. 30 at 2, District Court of Bankruptcy, Leeds.—*R. Andrew* and *A. Andrew*, Ashton-under-Lyne, cotton spinners, Jan. 30 at 12, District Court of Bankruptcy, Manchester.—*John Chadwick*, Ashton-under-Lyne, cotton spinner, Jan. 30 at 12, District Court of Bankruptcy, Manchester.—*M. Potter* and *J. Lever*, Manchester, commission agents, Jan. 27 at 10, District Court of Bankruptcy, Manchester.—*J. Wilkinson*, Ardwick, Manchester, innkeeper, Jan. 31 at 12, District Court of Bankruptcy, Manchester.—*Alfred Walford*, Manchester, commission agent, Jan. 30 at 1, District Court of Bankruptcy, Manchester.—*John Ridgway*, Hayfield, Glossop, Derbyshire, cotton spinner, Jan. 30 at 12, District Court of Bankruptcy.—*Thomas Thain Johnson*, Wood-st., Cheapside, ribbon manufacturer, Jan. 27, Court of Bankruptcy, London.—*Jas. Wilson*, Manchester, and Worksop, Nottinghamshire, commission

agent, Jan. 27, Court of Bankruptcy, London.—*R. Duffell*, Bow-common, Middlesex, tar distiller, Jan. 27, Court of Bankruptcy, London.—*Chas. King*, *Jos. Sandell*, and *David H. King*, Berners-st., Oxford-st., paper stainers, Jan. 27, Court of Bankruptcy, London.—*John Barham*, Marsh-gate-lane, Stratford, West Ham, Essex, oxalic acid manufacturer, Jan. 27, Court of Bankruptcy, London.—*Fred. W. Fiddlen*, Birmingham, architect, Jan. 27, Court of Bankruptcy, London.—*John Gould Irwin*, Manchester, draper, Jan. 27, Court of Bankruptcy, London.—*Wm. Lampert*, Grove-place, Brompton, printer, Jan. 27, Court of Bankruptcy, London.—*Wm. Ellum*, jun., Birmingham, patent cock founder, Jan. 27, Court of Bankruptcy, London.—*John Feery*, High Wycombe, Buckinghamshire, carpenter, Jan. 27, Court of Bankruptcy, London.—*E. T. Gough*, Strand, patent agent, Jan. 27, Court of Bankruptcy, London.—*Richard Burford Culyer*, Clifton-st., Finsbury, currier, Jan. 27, Court of Bankruptcy, London.—*John Hagger*, Brighton-place, Brixton-road, Surrey, oilman, Jan. 27, Court of Bankruptcy, London.—*Wm. Storie*, Cater-street, Houndsditch, carpenter, Jan. 27, Court of Bankruptcy, London.—*Jasper Wightman*, Old Jewry, London, and Mitcham, Surrey, silk printer, Jan. 27, Court of Bankruptcy, London.—*Thos. Stephenson*, Manchester, coach maker, Jan. 27, Court of Bankruptcy, London.—*Jos. Hill*, Wisbech St. Peters, Cambridge, merchant, Jan. 27, Court of Bankruptcy, London.—*Chas. Biggs*, Manchester, commission agent, Jan. 27, Court of Bankruptcy, London.—*Anth. M. Terry*, New Broad-street, London, cook, Jan. 27, Court of Bankruptcy, London.—*Joshua Allen*, Much Wymondley, Hertfordshire, dealer in cattle, Jan. 27, Court of Bankruptcy, London.

#### PARTNERSHIP DISSOLVED.

*Jos. P. Simpson* and *Thos. R. S. Jones*, Bishopwearmouth, Durham, attorneys and solicitors.

#### SCOTCH SEQUESTRATIONS.

*Jas. Whyte*, Arngask, Fifeshire.—*Hen. Gibson*, Fisharrow, spirit dealer.—*Wm. Fortune*, Whitekirk, Haddington, shipowner.—*Thos. and John Smith*, Home Farm, Dalziel, near Hamilton, grain dealers.—*Wm. Stirrat*, Newton, Kilmacoll, Renfrewshire, cattle dealer.

#### INSOLVENT DEBTORS.

The following Prisoners are ordered to be brought up before the Court, in Portugal-st., on Friday, Jan. 27 at 9.

*James Hillier*, Tooley-street, Southwark, Surrey, said to be a merchant.—*John Hayes*, Bowling-green-lane, St. James's, Clerkenwell, bookbinder.—*James King*, Sandy-lane, Ken, Surrey, labourer.—*Jas. Hook*, Margaret-street, Wall-street, Hackney, builder.—*Fred. Wm. Moore*, Dudley-grove, Harrow-road, baker.—*Wm. H. A. Cole*, Larkhall-cottage, Larkhall-lane, Clapham, Sarney, attorney's clerk.—*Robert Dacombe*, jun., Leonard-street, Shoreditch, chemist and druggist.—*Richard Kelly*, Worland-house, Worland-place, Kensington, schoolmaster.—*Das. Frazer*, Broad-street-buildings, London, master mariner.—*Edw. Moore*, North-place, Gray's-inn-road, assistant to a silk and general warehouseman.—*Hen. Gompertz*, Upper Stamford-st., Blackfriars-road, Surrey, general dealer.

Jan. 30, at the same hour and place.

*Chas. Wilkins*, Chapel-street, Belgrave-square, dairyman.—*Wm. Brown*, Little Coram-street, Russell-square, and Abbey-place, Little Coram-street, cab-driver.—*Archibald Henry Stewart*, New-cross, Cobham-green, Hillingdon, near Uxbridge, collector of rents.—*Chas. Powell*, Smith's-buildings, Leadenhall-street, blacksmith.—*Wm. Jas. Just*, Finsbury-st., Chislewell-street, Finsbury, watch-maker.—*Clarke Thompson*, High-st., Wapping, beer-shop keeper.—*Jos. Phillips*, Tufston-st., Westminster, law-writer.—*Thos. Roper*, Queen's-buildings, Brompton, collector of debts.—*Thos. Knight*, near the Red Lion, Brentford, carpenter.—*Thomas Collier*, Grosvener-street, near the Green Dragon, Stepney, plumber.—*Wm. Madams*, Broad-st., Bloomsbury, and Coach and Horses-yard, Charles-st., Drury-lane, cabinet-maker.—*John Day*, Oxford-street, out of business.

#### INSOLVENT DEBTOR'S DIVIDEND.

*Jos. Edwards*, grocer, Jan. 9, Dodd's, 58, Farringdon-st.: 9d. in the pound (in addition to a former of 5d.).

#### MEETING.

*Francis Sherratt*, Lichfield, conveyancer, Feb. 3 at 11, Swan Hotel, Lichfield, sp. aff.

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22	1	0	9	1	1	10	2	2	4	4	3	1	10	0	1	12	6	3	9	0
23	1	0	10	1	1	11	2	3	3	4	4	1	10	10	1	13	7	3	11	0
24	1	0	11	1	2	0	2	4	2	4	5	1	12	2	1	14	8	3	13	0
25	1	0	1	2	2	2	5	2	4	6	1	12	6	1	16	0	3	15	6	
26	1	1	2	2	2	6	2	2	4	7	1	13	5	1	17	8	3	18	0	
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38	1	7	8	1	9	1	3	0	8	5	9	3	5	10	3	17	2	6	2	0
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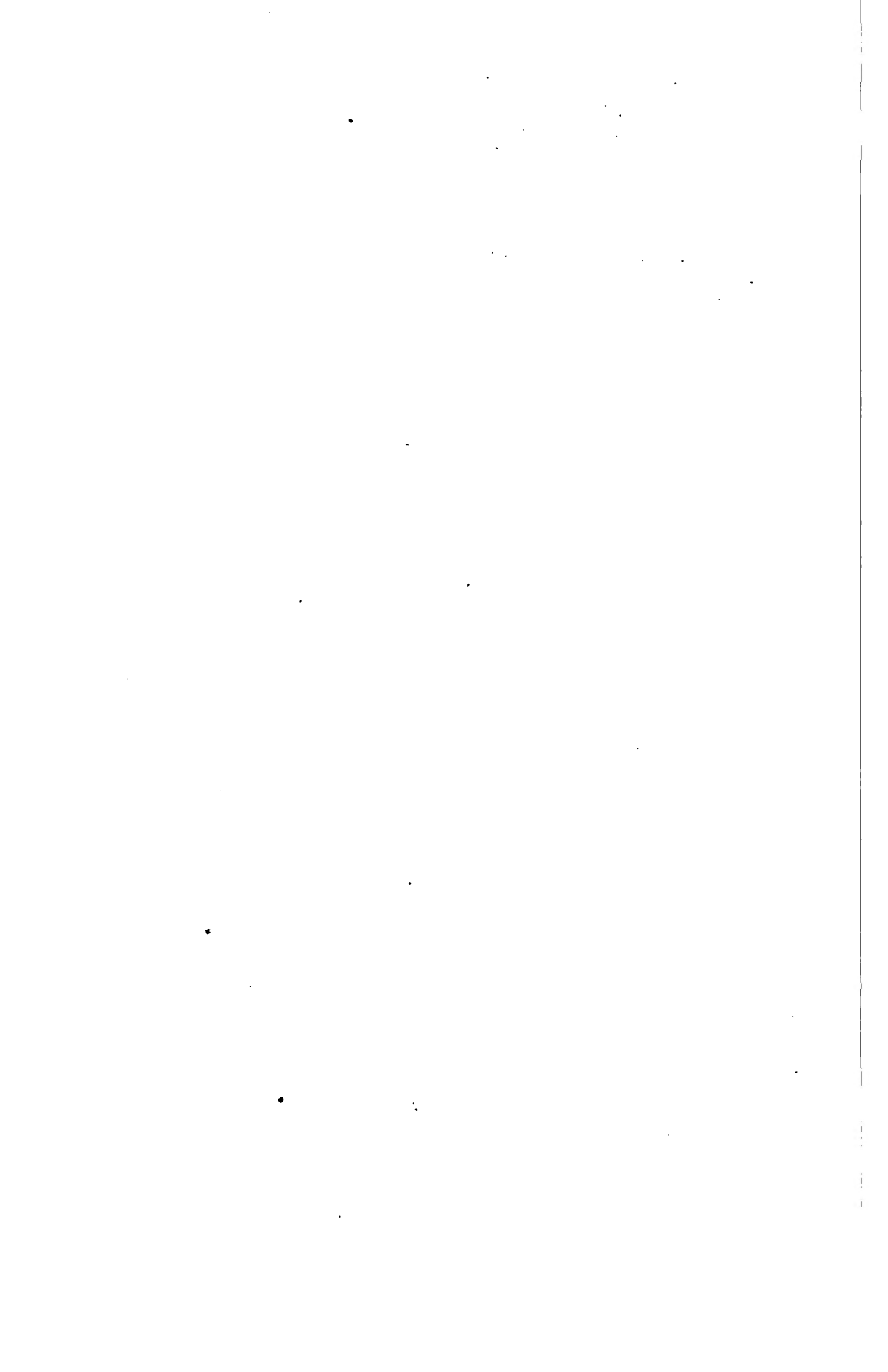
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